



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Log No.
DHS Procurement No.

DEPARTMENT OF HUMAN SERVICES

ANN SILVERBERG WILLIAMSON
Executive Director

OFFICE OF FISCAL OPERATIONS
JENNIFER C. EVANS
Director

BUREAU OF CONTRACT MANAGEMENT
STEPHANIE M. CASTRO
Director

Revision Date: November 13, 2013

Vendor No. 02107A
Commodity Code No. 91867

Contract No. _____

DHS CONTRACT FOR SERVICES

CONTRACTING PARTIES: This Contract is between the Utah Department of Human Services, which includes Division of Child and Family Services (referred to in this Contract as "DHS" or "DHS/DCFS");

AND

Name:
Address:

A Non-Profit Corporation ("referred to in this Contract as the "Contractor").

NOTICES AND DOCUMENTS SHALL BE SUBMITTED TO:

	CONTRACTOR	DHS
Name		Marci Woodward
Title		Contract/Grant Analyst II
Telephone		801-538-4416
Email		mwoodward@utah.gov
Address		195 North 1950 West
		Salt Lake City, UT 84116

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PART I: GENERAL PROVISIONS

SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS

1. **PURPOSE AND SCOPE OF CONTRACT:** To provide crisis respite nursery services and in some regions of DHS/DCFS, adoption respite care services and/or crisis emergency shelter placement services.

The services and activities the Contractor shall provide are described in more detail in Part II ("Scope of Work and Special Conditions") and Part III ("Performance Measures and Client Outcomes") in this Contract.

2. **CONTRACT PERIOD AND RENEWAL OPTIONS:**

- a. **Contract Period:** This Contract is effective as of **April 1, 2015** and terminates on **June 30, 2019**, unless terminated sooner in accordance with the terms and conditions of this Contract.

- b. **Contract Renewal:** N/A

3. **AUTHORITY AND PROCUREMENT:**

- a. The authority for this Contract is set forth in the Utah Procurement Code, the procurement rules in the Utah Administrative Code, and other related statutes authorizing purchases on behalf of the State.

- b. This Contract was awarded pursuant to DHS procurement # 90663.

4. **TYPE AND AMOUNT OF CONTRACT:**

This Contract is: **Both Unit of Service and Cost Reimbursement.** Payment to the Contractor shall be based in part on individual units of service provided by the Contractor, payable at the rate(s) specified in this Contract and in part on allowable costs actually incurred by the Contractor in providing the services required pursuant to this Contract.

Unit of Service (Rate-Based) Contract. Payment to the Contractor shall be based on individual units of service provided by the Contractor, payable at the rate(s) specified in this Contract.

AND

Fixed Amount/Cost Reimbursement Contract. DHS shall pay the Contractor not more than **\$ 680,000.00** for providing services pursuant to this Contract. Payment to the Contractor shall be based on allowable costs actually incurred by the Contractor in providing the required Contract services.

5. **DHS DISCRETION ABOUT CLIENT PLACEMENTS:** DHS makes no express or implied guarantee or representation that it will place or maintain any clients with the Contractor; that it

will refer any clients to the Contractor; or that any clients will select the Contractor to provide or maintain services.

6. **DOCUMENTS INCORPORATED BY REFERENCE:**

- a. All documents identified in this Contract.
- b. All statutes, regulations, and federal policies that apply to this Contract.
- c. The Contractor's Response to the DHS Procurement.

7. **ORDER OF INTERPRETATION:** In the event of any conflict between this Contract and other documents, the conflict shall be resolved in the following order:

- a. This Contract and signed amendments.
- b. The DHS Procurement.
- c. The Attachments to this Contract.
- d. The Contractor's Response to the DHS Procurement.

SECTION B: CONTRACTOR'S LEGAL STATUS, TRAINING, INDEMNIFICATION, AND BUSINESS CONTINUITY RESPONSIBILITIES

- 1. **CONTRACTOR IS AN INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor, and has no authorization, express or implied, to bind DHS or any state agency to any agreements, settlements, or liability. Nothing in this Contract shall be construed to limit the Contractor's authority to bind itself to agreements, settlements or liability, as long as such agreements, settlements or liability affect only itself and not DHS. The Contractor is not authorized to act as an agent for DHS, except as expressly provided in this Contract. Persons employed by DHS and acting under direction of DHS shall not be deemed to be employees or agents of the Contractor. Persons employed by the Contractor and acting under the direction of the Contractor shall not be deemed to be employees or agents of DHS except as expressly provided in this Contract. As an independent contractor, the Contractor is responsible for its own operations and for providing the office space, supplies, equipment, tools, and other supports necessary to provide the services covered by this Contract unless specifically stated otherwise in the Contract.
- 2. **TAX INFORMATION:** It is the Contractor's responsibility to pay all applicable taxes. If the Contractor needs any information regarding State tax liability, the Contractor should contact the Utah State Tax Commission. If the Contractor needs any information specifically from DHS in order to facilitate the seeking of a State tax exemption, the Contractor may contact the DHS Bureau of Finance.

3. **TRAINING FOR CONTRACTOR'S STAFF:** The Contractor shall conduct all necessary training to ensure that its staff carries out its responsibilities under this Contract and that the staff is familiar with the requirements imposed by this Contract and applicable laws.

4. **CONTRACTOR MUST PROVIDE INSURANCE AND INDEMNIFICATION:**

- a. **Required Insurance.** The Contractor shall maintain adequate protection against liability as specified in this Contract. Specifically, the Contractor shall maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, **if** the Contractor provides documentation verifying the insurance company providing the Contractor's insurance **is reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

The Contractor's general and professional liability insurance policies shall include an endorsement that names the State of Utah, DHS, DHS/DCFS and their officers, and employees as additional insureds. The additional insured endorsement shall provide the State of Utah, DHS, DHS/DCFS and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with this Contract. The Contractor is not required to obtain an "additional insured" endorsement for any automobile or Workers' Compensation insurance policy required by this Contract.

If the Contractor is an "individual" providing services of less than 25 hours per week, the additional insured endorsement may omit the requirement that the endorsement be primary coverage. The term individual as used in this subsection means the Contractor provides the services pursuant to this Contract him or herself and does not employ other professionals to provide such services.

- b. **Deductibles and Similar Costs.** The Contractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs *and similar items*. The deductibles, self-insured retentions, self-insurance costs, *and similar items* for the insurance policies required by this Contract may not exceed \$10,000.00, unless the Contractor obtains prior **written** approval of a higher amount from the DHS Deputy Director for Support Services who may withhold approval for any reason.

c. **Types of Liability Protection the Contractor Shall Provide:**

- (1) **Private Contractor—Commercial Insurance Required:** If the Contractor is not a governmental entity of the State of Utah, the Contractor shall maintain the following policies of liability insurance at its sole expense during the term of

this Contract, unless the Contractor has already satisfied the requirements of the self-insurance provision below:

- (a) *General Liability Insurance:* The Contractor shall maintain a policy of general liability insurance that at a minimum covers the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the Contractor. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate. If the Contractor is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five years beyond the date that this Contract is terminated.
- (b) *Automobile Insurance:* If the Contractor's services involve transporting any clients or goods for DHS, the Contractor shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the Contractor (including owned, hired and non-owned vehicles). The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the Contractor subcontracts with another entity or individual for transportation services, or services that include transportation, the Contractor may satisfy this insurance requirement by submitting proof that its subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract.

If the Contractor provides individual residential care services by contracting with individual residential care homes, the Contractor shall maintain a policy of automobile liability insurance as indicated above, and each of the Contractor's individual residential care homes shall maintain a policy of automobile liability insurance. The automobile liability insurance required of individual residential care homes shall cover property damage, personal injury protection and liability with a combined single limit or the equivalent of not less than \$100,000 per person and \$300,000 for each accident/occurrence occurring during the course of their duties as an individual residential care home. **As used in this provision, the term "individual residential care" refers to twenty-four hour family-based care for one or more clients in foster/proctor care, a host home, or a professional parent setting.**

- (c) *Professional Liability Insurance:* If the Contractor is and/or employs doctors, dentists, social workers, mental health therapists or other professionals to provide services pursuant to this Contract, the

Contractor shall maintain a policy of professional liability insurance ("malpractice insurance") with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided pursuant to this Contract. If the professional liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to three years beyond the date that this Contract is terminated.

- (2) **Self-Insured Private Contractor—No Commercial Insurance Required, But Indemnification and Prior DHS Approval Required:** If the Contractor claims that it is self-insured, the Contractor shall provide DHS with evidence that the Contractor is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DHS with liability protection at least as adequate and extensive as the insurance otherwise required pursuant to this Contract for non-governmental entities. Specifically, the Contractor must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general liability insurance, automobile insurance and professional liability insurance. Before executing this Contract, the Contractor shall obtain from the DHS Deputy Director for Support Services a written statement indicating that DHS has determined, based on the Contractor's financial evidence and representations, that the Contractor's self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the Contractor is therefore not required to obtain additional commercial liability insurance naming DHS as an insured party. If it sees fit, DHS may include in this statement any additional conditions designed to ensure that the Contractor's self-insurance arrangements are comparable to the insurance required of other non-governmental contractors. A copy of the Deputy Director's statement is attached to this Contract, and is a material provision of this Contract. Nothing in this provision shall be construed to require DHS to consent to any self-insurance arrangements, and DHS may withhold its approval for any reason.
- d. **All Contractors--Workers' Compensation:** The Contractor shall comply with the Utah Workers' Compensation Act which requires employers to provide workers' compensation coverage for their employees.
- e. **Indemnification.** Regardless of the type of insurance required by this section, the Contractor (and where applicable, the subcontractor) agrees to the following indemnification:
- (1) **Indemnification by Non-Governmental Contractor:** If the Contractor is not a governmental entity of the State of Utah, the Contractor agrees to and shall defend, hold harmless and indemnify the State of Utah, DHS, DHS/DCFS and

their officers and employees from and against any losses, damages, injuries, liabilities, suits, claims and proceedings arising out of the performance of this Contract or which are caused in whole or in part by the acts, failure to act, or negligence of the Contractor's officers, agents, volunteers, or employees, except where the claim arises out of the sole negligence of DHS.

- (2) **Indemnification by Governmental Contractor:** If the Contractor is a governmental entity of the State of Utah and subject to the Utah Governmental Immunity Act (“GIA”), there is no indemnification required and the Contractor and DHS shall each be responsible for their own actions and defense of any claims or suits to the extent required by the GIA. Nothing in this Contract shall be construed as a waiver by either party to this Contract of any rights, limits, protections or defenses provided by the GIA nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is entitled.
- (3) **Definition of the Term “Claim”:** As used in these “Indemnification” provisions the term “claim” includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.
- (4) **Defense of Suits Brought Upon Claims:** The Contractor shall defend all suits brought upon claims and shall pay all costs and expenses including attorney's fees, but DHS shall have the option to participate in the defense of any such suit in which DHS perceives that its interests are not being protected by the Contractor or where the Contractor believes, asserts, or claims that the claim arises out of the sole negligence of DHS. In the latter situation, the Contractor shall notify DHS within 90 days of receiving notice of the claim against it that the Contractor believes, asserts or claims that the claim arises out of the sole negligence of DHS. In the event the Contractor fails to notify DHS within this timeframe, the Contractor shall defend and indemnify DHS even if the claim arises out of the sole negligence of DHS. The participation by DHS in the defense of a claim does not relieve the Contractor of any obligation pursuant to this Contract. However, if DHS elects to retain independent counsel, DHS shall pay the attorney's fees and costs associated with such counsel except where DHS retains independent counsel due to a claim by the Contractor that the claim arises out of the sole negligence of DHS. If a finding is later made that the claim did not arise out of the sole negligence of DHS, the Contractor shall reimburse DHS for all costs including attorney's fees incurred by DHS.
- (5) **No Subrogation or Contribution:** The Contractor has no right of subrogation or contribution from the State or DHS for any judgment rendered against the Contractor.

- f. **Insurance Required of Subcontractors.** The Contractor shall require its subcontractors to satisfy the insurance and indemnification requirements applicable to them. For example, if the Contractor is a governmental entity and the subcontractor is a private entity, the Contractor shall comply with the insurance and indemnification provisions applicable to governmental entities, and shall require the subcontractor to comply with the insurance and indemnification provisions applicable to non-governmental entities.
- g. **Certificate of Insurance, "Additional Insured" Endorsement and Evidence of Continued Coverage.** Before signing this Contract, a non-governmental contractor shall obtain from its general and professional liability insurer(s) and shall provide to DHS/DCFS certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DHS/DCFS 30 days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DHS/DCFS, a non-governmental contractor shall provide DHS/DCFS with evidence that the Contractor or subcontractor has the insurance coverage required by this Contract. Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage. Before entering into any subcontracts for the provision of services pursuant to this Contract, the Contractor shall ensure its subcontractors obtain and provide the same additional insured endorsements from their general and professional liability insurer(s) that meet the requirements as indicated in this Paragraph.

5. **EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:** The Contractor shall use qualified personnel to perform all services in conformity with the requirements of this Contract and generally recognized standards. **The Contractor's performance shall not be excused by force majeure.** The Contractor shall identify the critical functions or processes of its business operations essential for providing the services required in this Contract. The Contractor shall also develop an emergency management and business continuity plan ("plan") that will allow the Contractor to continue to operate those critical functions or processes during or following short-term or long-term emergencies, periods of declared pandemic, or other disruptions of normal business. The plan shall address at least the following areas as they pertain to the services Contractor is providing:

- a. Evacuation procedures;
- b. Temporary or alternate living arrangements, including arrangements for isolation or quarantine;
- c. Maintenance, inspection, and replenishment of vital supplies, including food, water, clothing, first aid supplies, and other medical necessities, including client medications, and the supplies necessary for infection control or protection from hazardous materials, etc.;
- d. Communications (with Contractor staff, appropriate governmental agencies, and clients' families);
- e. Transportation;

- f. Recovery and maintenance of client records; and
- g. Policies and procedures that:
 - (1) ensure maintenance of required staffing ratios;
 - (2) address both leave for, and the recall of, Contractor's employees unable to work for extended periods due to illness during periods of declared pandemic; and
 - (3) ensure the timely discharge of the Contractor's financial obligations, including payroll.

In addition, the Contractor represents that it provides at least annual training for its staff on its plan and it acknowledges that DHS may rely upon this and the other representations of the Contractor in this paragraph.

The Contractor shall provide DHS/DCFS with a copy of its plan upon execution of this Contract. The Contractor shall evaluate its plan at least annually. Any modifications to the Contractor's plan shall be provided to DHS/DCFS within 15 days of the time the modifications are made.

SECTION C: CONTRACTOR'S COMPLIANCE WITH APPLICABLE LAWS AND DHS POLICIES

1. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable laws. The term "applicable laws" refers to all federal and state statutes, regulations, and executive orders that apply to the Contractor's activities or that impose restrictions on the Contractor's use of federal or state funding or grants. It is the Contractor's responsibility to obtain legal advice about the laws governing its activities.
2. **CERTIFICATION OF NON-DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any governmental entity. If the Contractor cannot so certify, the Contractor shall submit a written explanation and shall obtain *prior* written approval for this Contract from the DHS Deputy Director for Support Services. Failure of the Contractor to obtain such prior written approval shall be considered a material breach of this Contract.
3. **COMPLIANCE WITH BYRD ANTI-LOBBYING AMENDMENT:** Title 31 United States Code (USC) § 1352 requires Contractors with a contract in excess of \$100,000 to certify that they will not and have not used government appropriated funds to influence an officer or employee of any agency in connection with obtaining a contract, grant, or award. If Contractor meets the criteria for disclosure set forth in the above-cited section, Contractor shall complete and submit to the required federal entity, a Disclosure of Lobbying Activities form. Both this form and instructions for completing it can be found at the following website:
<http://www.whitehouse.gov/omb/grants/sflllin.pdf>

4. **DEFICIT REDUCTION ACT - MEDICAID FRAUD AND ABUSE:** The Contractor shall meet requirements for *Medicaid-specific Federal Assurances*, Section 6032 of the Deficit Reduction Act of 2005 (Employee Education About False Claims Recovery). The Contractor shall educate its employees, agents, and subcontractors about:
- a. The False Claims Act, 31 United States Code §§3729–3733;
 - b. Administrative Remedies For False Claims and Statements, 31 United States Code §§3801–3812;
 - c. The Utah False Claims Act, Utah Code § 26-20-1, et seq.;
 - d. The Utah Protection of Public Employees Act, Utah Code § 67-21-1, et seq.;
 - e. Policies and procedures for detecting and preventing fraud, waste, and abuse;
 - f. How to report suspected fraud, waste and abuse of Medicaid funds;
 - g. The whistleblower protections afforded employees that report suspected fraud, waste, and abuse of Medicaid funds in good faith; and
 - h. The penalties for filing false or fraudulent claims for Medicaid payment.

If the Contractor maintains an employee handbook, the Contractor shall include the information described above and its policies and procedures for detecting and preventing Medicaid fraud, waste and abuse, in its employee handbook.

Additional information is available on the DHS website.

5. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** If any of the funds received by the Contractor pursuant to this contract are identified as Federal awards the Contractor shall comply with the FFATA requirements applicable to sub-awardees and shall provide DHS with the following information, updating it as changes occur:

- a. The Contractor's Data Universal Numbering System (DUNS) number;
- b. The names and compensation of the Contractor's five most highly compensated executives *whenever the Contractor meets the criteria identified in FFATA for reporting executive compensation data*; and
- c. The Contractor's principal place of performance.

Information entered by DHS in the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS) can be viewed at the following website: USAspending.gov.

6. **COMPLIANCE WITH PRO-CHILDREN ACT OF 1994:** “In accordance with Part C of Public Law 103-227, the “Pro-Children Act of 1994”, smoking may not be permitted in any

portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment." By signing this Contract, the Contractor certifies that it will comply with the requirements of this Act.

7. **HUMAN SUBJECTS RESEARCH:** The Contractor may not conduct any research involving human subjects or their private data if the subjects are employees of DHS or individuals receiving services (whether direct or contracted) from DHS or individuals receiving services funded by DHS, unless the Contractor has obtained prior written approval from the DHS Institutional Review Board (IRB), and from any other federal or state agencies whose approval is required for research on human subjects. Before conducting such research, the Contractor shall fully comply with any requirements or conditions, including requirements relating to informed consent, imposed by such IRB committees or agencies.
8. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such applicable standards, requirements and ordinances during the term of this Contract, and if the Contractor fails to do so, DHS may terminate this Contract immediately.
9. **COMPLIANCE WITH UTAH 211 INFORMATION REQUESTS:** The Contractor shall provide Utah 211 with information about the Contractor's services for inclusion in the Utah 211 statewide information and referral system. Information shall be provided in the form determined by Utah 211.
10. **REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify," only applies to contracts issued through a Request for Proposal process, and to sole sources included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multiple-Stage bid.
 - a. Status Verification System
 - (1) Contractor certifies as to its own entity, under penalty of perjury, that it has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code § 63G-12-302.
 - (2) The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws

including Utah Code § 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.”

- (3) Manually or electronically signing this Contract is deemed the Contractor’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code § 63G-12-302.

b. Indemnity Clause for Status Verification System

Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor’s subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

11. **COMPLIANCE WITH DHS' PROVIDER CODE OF CONDUCT:** The Contractor shall follow and enforce the DHS Provider Code of Conduct.

- a. Before allowing any employee or volunteer to work with clients pursuant to this Contract, the Contractor shall also comply with the following requirements:
 - (1) The Contractor shall provide a current copy of the Code of Conduct to each employee or volunteer currently working for the Contractor and to any new employees or volunteers; and
 - (2) The Contractor shall retain in each employee or volunteer's file a signed and dated statement in which that person certifies that he or she has read and understands the Code of Conduct and will comply with it.
- b. As used in this Paragraph, "volunteer" means a person who:
 - (1) donates services to the Contractor without pay or other compensation, except for expenses incurred (such as meals and other travel costs); and
 - (2) is a board member, officer, or other person who is substantially involved in the Contractor's decision-making processes, or is a person who has direct unsupervised contact with DHS/DCFS clients.
- c. Annually, the Contractor shall obtain a copy of the current DHS Provider Code of Conduct poster. Contractor shall prominently display the poster where its employees and volunteers can see it. (A copy of the current DHS Provider Code of Conduct poster may be downloaded at the following web site:
http://www.hsofo.utah.gov/services_contract_info.htm .)

- d. If the Contractor is a Utah governmental entity, the Contractor may enforce its own written Code of Conduct for the provision of these services, which at least includes the elements of the DHS Provider Code of Conduct and is at least as stringent as the DHS Provider Code of Conduct.

12. **RESTRICTIONS ON CONFLICTS OF INTEREST:** The Contractor shall not enter into any transaction that is improper or gives the appearance of being improper because of a conflict of interest.

a. **Definitions**

- (1) **“Business Entity”** is as defined in Utah Code § 67-16-3.
- (2) **“Conflict of Interest”** means any situation where the Contractor has economic, social, political, familial, legal or other interests which interfere with, or have the potential to interfere with, the exercise of the Contractor’s duties, responsibilities, or judgment in connection with this Contract, or which involve conflicting loyalties to the Contractor and to another interest. “Conflict of Interest” also includes any violation of the Ethics Acts.
- (3) **“Contractor”** includes all "representatives" of the Contractor.
- (4) **“Disclosure Statement”** means a written statement provided to DHS by the Contractor about a Conflict of Interest. “Conflict of Interest Certification” and “Conflict of Interest – Disclosure Statement” forms are available from the DHS/DCFS Contract Representative.
- (5) **“Ethics Acts”** means the Utah Public Officers’ and Employees’ Ethics Act (Utah Code § 67-16-1 et. seq.) and the Municipal Officers’ and Employees’ Ethics Act (Utah Code § 10-3-1301 et. seq.).
- (6) **“Related Party”** means:
 - (a) any person related to the Contractor’s representative by blood or marriage; and
 - (b) all business associates of the Contractor:
 - (i) who are partners, directors, or officers in the same business entity as the Contractor;
 - (ii) who have authority to make decisions or establish policies in the same business entity as the Contractor; or
 - (iii) who directly or indirectly own 10% or more in the same business entity as the Contractor.

- (7) **“Representative”** means any person or entity acting on behalf of the Contractor, and includes all employees, owners, partners, directors, officers, board members, subcontractors and agents, as well as any individuals with authority to establish policies or make decisions for the Contractor. “Volunteers” are not “representatives” and are not required to be included in the Contractor’s Disclosure Statement, unless they are board members or officers, or are substantially involved in the Contractor's decision-making processes.
 - (8) **“Volunteer”** means a person who donates services to the Contractor without compensation, except for expenses incurred (such as meals and travel costs).
- b. **Compliance with the Ethics Acts.** The Contractor shall comply at all times with the applicable provisions of the Ethics Acts.
- c. **Contractor Conflict of Interest Policy and Internal Review.** The Contractor shall implement a written policy that requires:
 - (1) Its representatives to submit a disclosure statement upon hire and annually thereafter;
 - (2) Its representatives to immediately disclose in writing to the Contractor all existing, potential, and contemplated conflicts of interest as they arise.
 - (3) Annual review of all disclosure statements and its own operations to reasonably assure DHS that the Contractor avoids prohibited conflicts of interest.
 - (4) Disclosure statements to be maintained in its personnel files.
 - (5) The Contractor to train its representatives regarding:
 - (a) The conflict of interest concept and the certification/disclosure requirements of this Contract; and
 - (b) The applicable provisions of the Ethics Acts.
- d. **Restrictions on Conflicts of Interest.** Transactions involving Conflicts of Interest are prohibited to the extent they are the result of undue influence, or have the potential to result in increased costs, decreased performance, the appearance of impropriety, or any other disadvantage to DHS. Conflicts of Interest can occur in one of three ways:
 - (1) **Dual Employment.** Conflicts of interest can occur when a Contractor’s representative is also employed by the State of Utah or by another of the Contractor's representatives.
 - (2) **Related-Party Transactions.** Conflicts of interest occur when the Contractor makes payments to a related party using money obtained from DHS through this Contract. Conflicts of interest also occur when transactions, which affect the

performance of this Contract, are made between the Contractor and a related party, whether or not payments are involved.

- (3) **Independent Judgment Impaired.** Conflicts of interest occur when a Contractor's representative participates in any transaction on the Contractor's behalf and has a significant relationship or shared interest with another party to the transaction, which could affect the representative's ability or willingness to exercise independent judgment, and which may affect the performance of this Contract. Independent judgment may also be impaired when the Contractor or the Contractor's representative is involved in any administrative or legal action pending against the State, DHS, or any of their officers or employees.

e. **Disclosing Conflicts of Interest to DHS:**

- (1) **Requirements for *Governmental Entities*.** Before entering into this Contract or a subcontract related to this Contract, and annually thereafter, a governmental Contractor and any *governmental* subcontractors shall:
 - (a) Submit to DHS a written certification that they maintain a written policy as required above, monitor for compliance with the conflict of interest provisions of this Contract, and reasonably assure DHS that representatives (including any non-governmental subcontractors) with a potential conflict of interest do not:
 - (i) make or influence decisions or set policies that affect this Contract;
 - (ii) monitor the performance of this Contract; or
 - (iii) become involved in or otherwise benefit from the performance of this Contract; and
 - (b) Disclose to DHS any existing or potential conflicts of interest that relate to this Contract or the services provided pursuant to this Contract by submitting a Disclosure Statement in accordance with the requirements for non-governmental entities, and complying with the requirements regarding the continuing duty to disclose these conflicts of interest.
- (2) **Requirements for *Non-Governmental Entities*:** Before entering into this Contract, or a subcontract related to this Contract, a non-governmental Contractor shall submit a Disclosure Statement to DHS/DCFS in which the Contractor or, when applicable its subcontractor, discloses any existing or potential conflicts of interest, including all information required by the Ethics Acts and this Contract.
 - (a) **For Conflicts of Interest Involving Dual Employment,** the following information is required:

- (i) the name of the representative engaged in dual employment;
 - (ii) the titles or positions held by the representative engaged in dual employment;
 - (iii) the representative's decision-making or monitoring authority with the employing entities, and how that representative's authority affects this Contract or any subcontract relating to this Contract; and
 - (iv) the measures taken to avoid potentially adverse effects resulting from the representative's dual employment.
 - (b) **For Conflicts of Interest Involving Related-Party Transactions or Independent Judgment Impaired**, the following information is required:
 - (i) the name of the representative having the conflict of interest;
 - (ii) the name of the other party to the conflict of interest;
 - (iii) the relationship between the individuals identified in (i) and (ii) above;
 - (iv) the nature and value of the interest (if any) held by the representative in the other business entity;
 - (v) a description of the transaction to which the conflict of interest applies and the dollar amount involved (if any);
 - (vi) the decision-making or monitoring authority of the representative and the party identified in (ii) above, with respect to the applicable transaction or decision;
 - (vii) the potential effect of the conflict of interest on this Contract or any subcontract relating to this Contract; and
 - (viii) the measures taken by the Contractor to avoid potentially adverse effects resulting from the identified parties' relationship.
 - (c) If the Contractor has no conflicts of interest, the Contractor shall so indicate on the Disclosure Statement. By submitting a Disclosure Statement, the Contractor is certifying to DHS that it has checked its organization and has required its representatives to disclose their conflicts of interest, and that it has disclosed all known conflicts of interest to DHS.
- f. **Continuing Duty to Disclose Conflicts of Interest.** The Contractor and its subcontractors have a continuing duty to immediately review updated Disclosure Statements and submit a copy to DHS whenever an existing or potential Conflict of Interest is disclosed. The Contractor shall require its subcontractors to provide an updated Disclosure Statement to the Contractor, if at any time during the term of this Contract, they contemplate any transaction involving a potential conflict of interest, or hire or affiliate with any individual with an existing or potential conflict of interest, or discover any existing conflict of interest.

- g. **Monitoring Compliance.** In addition to the remedies outlined in this Contract, DHS retains the right to do any of the following if DHS determines that a conflict of interest may exist:
- (1) Investigate any potential conflict of interest;
 - (2) Require further information from the Contractor or the subcontractor;
 - (3) Require specific remedial action; or
 - (4) Disapprove identified transactions.

SECTION D: ACCESS TO RECORDS, COMPLIANCE MONITORING, AND RECORD KEEPING RESPONSIBILITIES

1. **ACCESS TO RECORDS AND MONITORING OF PERFORMANCE:** DHS shall have immediate access to all records relating to this Contract, and the Contractor shall not limit or interfere with DHS' access rights.

DHS shall have the right to monitor the Contractor's performance pursuant to this Contract. Monitoring of Contractor's performance shall be at the complete discretion of DHS. Performance monitoring may include both announced and unannounced visits. The Contractor shall allow independent auditors State and federal auditors or contract reviewers to have access to any records related to this Contract, including all personnel, training, client, and financial records (such as accounting records and supporting documentation) for audit review and inspection.

2. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall comply with all record-keeping and reporting requirements of this Contract. The Contractor shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to screenings, assessments, applications, determination of clients' eligibility (if applicable), the provision of services, administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.
3. **RETENTION OF RECORDS:** The Contractor shall retain all records related to this Contract for at least the following periods of time:
- a. **Records Relating to Adult Clients:** The Contractor shall retain all adult client records (including records that support Title XIX reimbursements) for at least six years from the date of last service to the adult client.
 - b. **Records Relating to Child Clients:** The Contractor shall retain all records relating to clients under 18 years old (including records that support Title XIX reimbursements) for at least six years from the date of last service to the child client, or until the child client reaches the age of 22, whichever period is longest.

- c. **Administrative Records:** The Contractor shall retain all administrative records relating to this Contract (including records that support Title XIX reimbursements) for at least six years after DHS makes the last payment on this Contract.
- d. **Discontinued Operations:** If the Contractor discontinues its programs or ceases to provide services pursuant to this Contract, the Contractor shall protect DHS access rights by implementing one of the following options:
 - (1) Transfer the client records to a successor agency or entity which has:
 - (a) entered into a contract with DHS/DCFS to provide such services formerly provided by the Contractor; and
 - (b) agreed to provide DHS with the same access to the records as required under the Contractor's contract with DHS/DCFS; or
 - (2) Deliver the client records to an office within the Contractor's organization under an arrangement by which the Contractor authorizes DHS to have continuing immediate access to the records.
 - (3) With the prior written consent of DHS/DCFS, which may be withheld for any reason, deliver the client records to DHS/DCFS.
 - (4) Alcohol and Drug Abuse Patient Records: If the Contractor is bound by the requirements of 42 C.F.R. Part 2 ("Confidentiality of Alcohol and Drug Abuse Patient Records") and discontinues its alcohol or drug abuse program or ceases to provide its services pursuant to this Contract, the Contractor shall comply with the following requirements before destroying the records of any patients served pursuant to this Contract:
 - (a) the Contractor shall notify DHS/DCFS in writing at least 30 days before it discontinues its operations or ceases to provide its services;
 - (b) upon request from DHS, the Contractor shall give each of its alcohol and drug abuse patients a consent form which meets the requirements of 42 C.F.R. § 2.31, and which authorizes the Contractor to transfer its patient records to DHS/DCFS; and
 - (c) upon obtaining signed consent forms from patients, the Contractor shall deliver the consenting patients' records to DHS/DCFS.
- e. **Audits and Litigation:** The Contractor shall maintain all records related to any audits initiated by federal and state auditors or to any pending litigation until six years after all audits are completed or litigation is resolved, including any related appeals or the time for appeal has expired, or for six years from the date of termination of this Contract, whichever is longer.

- f. **Method for Destruction of Client Records:** Client records which may be destroyed pursuant to this Contract shall be shredded or burned to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records.
- 4. **PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:** Client records are confidential. The Contractor shall restrict access to client records in accordance with State and federal laws. Client records include but are not limited to hard copy records, electronic data, audio and video tapes, digital files, photographs, scans, and other images. The Contractor shall, at a minimum, maintain all client records in locked rooms or cases or in password-protected electronic files. If records are transported or contained on any electronic medium (including but not limited to computers, tablets, smart phones, zip-drives, etc.) the medium shall be password protected. The Contractor shall not use or disclose any client information except as specifically provided by this Contract, or as required by law. The Contractor's representatives shall have access only to those portions of the records directly related to their work assignments.
- 5. **LOSS OR DISCLOSURE OF CLIENT RECORDS OR INFORMATION:** The Contractor shall have policies and procedures to protect confidential client records and information from loss, unauthorized disclosure, or data breaches (hereinafter collectively referred to as "loss"), and shall make those policies available to DHS. The policies and procedures shall address how client records and information will be maintained, transmitted, stored, and secured to protect against any loss. The policies and procedures shall also address the steps that will be taken in the event of any loss to notify, protect and reimburse those impacted by the loss against potential damages as well as to prevent future losses.

The Contractor shall be responsible for any loss of client records or client information by it or its representatives and for any and all costs, remediation (including but not limited to credit monitoring), and damages associated with such loss. In the event of a loss, in addition to any actions required by the Contractor's policies and procedures, the Contractor shall notify the following individuals of the loss no later than 24 hours after it is discovered:

 - a. The DHS Contact Person identified on the front of this Contract;
 - b. The DHS Risk Manager in the DHS Office of Fiscal Operations; and
 - c. The client or the client's parent(s) or legal guardian.

SECTION E: SUBCONTRACTING, ASSIGNMENT, AMENDMENTS, AND DISPUTE RESOLUTION PROCEDURES

- 1. **SUBCONTRACTS:**
 - a. **Definition of "Subcontractor":** As used in this Contract, "subcontractor" means an individual or entity that has entered into an agreement with the Contractor to perform services for which the Contractor is responsible pursuant to the terms of this Contract.

"Subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor **if** those individuals or entities perform any of the subcontractor's duties pursuant to this Contract.

- b. **Is Subcontracting Allowed:** The Contractor may subcontract to provide the services specified in the contract. However, Contractor must notify DHS/DCFS in writing of plans to enter into any subcontracts and must obtain DHS/DCFS approval prior to entering into any subcontracts.
- c. **When Subcontracting Is Allowed:** If Contractor is allowed to subcontract under Paragraph 1.b. above, the following provisions apply:
 - (1) **Contractor Responsibilities Regarding Subcontracts.** The Contractor retains full responsibility for contract compliance, whether the services are provided directly or by a subcontractor.
 - (2) **Provisions Required in Subcontracts.** When the Contractor subcontracts and pays the subcontractor for goods or services through federal and state funds, the Contractor shall, at a minimum, include provisions in its subcontract that require the subcontractor to comply with all:
 - (a) provisions of this Contract including the insurance and indemnification provisions; and
 - (b) applicable laws and contract provisions identified in 45 C.F.R. § 92, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments".

2. **CONTRACT ASSIGNMENT:** The Contractor may not assign its benefits or obligations pursuant to this Contract to any other entity, without the prior written consent of both the DHS/DCFS Director and the DHS Purchasing Agent, which may be withheld for any reason.

- a. No contract assignment shall be binding upon DHS until the following requirements have been met:
 - (1) The Contractor submits its request to assign the Contract to DHS/DCFS on the "DHS Consent to Contract Assignment" (Contract Assignment) form;
 - (2) The proposed Assignee submits all documentation required by the original procurement, demonstrating that it meets all contract qualifications and has the capability to provide all contract services;
 - (3) DHS/DCFS evaluates the proposed Assignee's documentation and makes a recommendation to the DHS Purchasing Agent as to whether the proposed Assignee is qualified and capable of complying with all Contract requirements;

- (4) The DHS Purchasing Agent reviews DHS/DCFS recommendation and determines in writing that the assignment does not appear to violate procurement rules;
 - (5) The DHS/DCFS Director approves the assignment by signing the "Contract Assignment" form.
 - b. Upon execution of the Assignment Agreement between the assignor and assignee and written approval by DHS/DCFS as evidenced by execution of the "DHS Consent to Contract Assignment" form:
 - (1) Assignor shall have no further authority to perform pursuant to this Contract and shall make no claim for benefits arising from this Contract; and
 - (2) The DHS Consent to Contract Assignment form shall be made a part of this Contract by attachment.

Notwithstanding any agreement between the assignor and assignee, DHS may hold the assignor and assignee jointly and severally responsible for all obligations, losses, damages, injuries, liabilities, suits, claims and proceedings arising out of the performance of this Contract.

3. **CONTRACT AMENDMENTS:** The parties may modify this Contract only by written amendment signed by the parties and approved by the DHS Bureau of Contract Management with the exception of Paragraphs a., b., and c. below. Any amendments shall be attached to the original signed copy of this Contract.
 - a. **Federal or State Budgetary Action:** If federal or State budgetary action necessitates or requires a change in the service rates or the payments to be made pursuant to this Contract, DHS shall advise the Contractor of the change via written notice signed by the DHS/DCFS Director. The notice shall identify the new rates or payments, and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
 - b. **Utah State Department of Health (DOH) Mandated Changes to Medicaid Rates:** If the DOH requires a change in any Medicaid rates in this Contract, DHS shall advise the Contractor of the change via written notice signed by an authorized representative of DHS. The notice shall identify the services affected, the new rate for each service, and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**
 - c. **Financial Reporting Requirements:** If federal, State or DHS financial reporting requirements change, DHS may advise the Contractor of the changes via written notice signed by an authorized representative of DHS. The notice shall specifically identify the new reporting requirement(s) and the effective date of the change. **A notice issued pursuant to this paragraph shall constitute an amendment to the Contract without the Contractor's signature.**

4. **REMEDIES:** If DHS determines that the Contractor or a subcontractor has failed to comply with any of the provisions of this Contract, DHS may do any of the following:
- a. **Disallow Contractor Expenditures.** DHS may disallow the Contractor's and the subcontractor's expenditures and adjust its payments to the Contractor by deducting such disallowed expenditures.
 - b. **Withhold Payment.** DHS may withhold funds from the Contractor for contract non-compliance, misuse of public funds, or failure to comply with State and federal law.
 - (1) If an audit finding or judicial determination is made that the Contractor or its subcontractor misused public funds, DHS may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorneys' fees and other expenses. DHS shall give the Contractor prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. DHS shall inform the Contractor whether any amounts withheld may be released, and if so, the actions that the Contractor must take to bring about the release of any amounts withheld.
 - (2) If an independent CPA audit or DHS review determines that the payments made by DHS to the Contractor were incorrectly paid or were based on incorrect information from the Contractor, DHS may adjust or withhold the Contractor's payments for the remainder of the contract period or until DHS fully recoups the funds.
 - c. **Require Repayment.** Upon written request by DHS, any overpayments, disallowed expenditures, excess payments or questioned costs are immediately due and payable by the Contractor. In the alternative DHS shall have the right to withhold any or all subsequent payments pursuant to this Contract until DHS fully recoups these funds. In such cases, the Contractor shall not reduce the level of services required by the Contract.
 - d. **Require Corrective Action.** The Contractor shall comply with the terms of any corrective action plan required by DHS.
 - e. **Suspend Client Placements.** DHS may suspend client placements with, and/or client referrals to, the Contractor, if DHS determines the Contractor is not complying with the terms of this Contract. DHS/DCFS will provide written notice to the Contractor prior to implementing a suspension. The notice will advise the Contractor of any actions required of it to lift the suspension.
 - f. **Terminate the Contract.** DHS may terminate this Contract in accordance with the contract termination provisions outlined below.
 - g. **Pursue Any Legal Remedy.** DHS and the Contractor may avail themselves of all remedies allowed by state or federal law.

5. **CONTRACT DISPUTES - ADMINISTRATIVE REVIEW:** Prior to pursuing other legal remedies, the Contractor shall appeal any contract dispute with DHS by filing a written appeal with the DHS Deputy Director for Support Services within 30 days of the disputed DHS action or decision. The Contractor's written appeal shall identify the Contractor, the contract number, the disputed issue, pertinent contract provisions or legal authorities, and the contact person for the Contractor. The Contractor shall also provide a copy of its appeal to the Director of DHS/DCFS.

The DHS Deputy Director shall have 60 days to issue DHS' written response to the Contractor's appeal. The Deputy Director may designate another DHS employee to review and respond to the Contractor's appeal.

6. **CONTRACT TERMINATION:**

- a. **Right to Terminate Upon Thirty Days Notice.** Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party 30 days written notice.
- b. **Immediate Termination.** If the Contractor's violation of this Contract creates or is likely to create a risk of harm to the clients served pursuant to this Contract, or if any other provision of this Contract allows DHS to terminate the Contract immediately for a violation of that provision, DHS may terminate this Contract immediately by notifying the Contractor in writing.
- c. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.
- d. **Payments after Termination.** Upon termination of this Contract, the parties shall use the financial and accounting arrangements in this Contract to process payments for any undisputed services that the Contractor rendered before termination. The Contractor shall have no claim for services not rendered. DHS shall not pay Contractor for any of the Contractor's obligations or expenses that extend beyond the termination date. **This provision shall survive the termination of this Contract.**
- e. **Records Retention and Access after Termination.** The Contractor shall comply with the provisions of this Contract relating to the Contractor's record-keeping responsibilities and DHS access to records and shall ensure that the Contractor's staff properly maintains all records. **This provision shall survive the termination of this Contract.**

7. **ATTORNEYS' FEES AND COSTS:** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees.

8. **GRIEVANCE PROCEDURES FOR CLIENTS AND APPLICANTS:** The Contractor shall establish a grievance system for the clients and applicants of the programs covered by this Contract, and shall notify each client and applicant in writing that:
- a. Clients and applicants have the right to present the Contractor with their grievances including but not limited to:
 - (1) denial of services covered by this Contract;
 - (2) exclusion from a program covered by this Contract; or
 - (3) inadequacies or inequities in the programs and services provided pursuant to this Contract; and
 - b. The Contractor shall establish and maintain a tracking system identifying the nature and outcome of each grievance.
 - c. If the Contractor denies a grievance, or fails to respond to a grievance in a timely fashion, the client or applicant may contact the DHS/DCFS Director in writing. The DHS/DCFS Director or designee will attempt to resolve the grievance.

PART II: SCOPE OF WORK AND SPECIAL CONDITIONS

DESCRIPTION OF THE SERVICES OR SUPPORTS TO BE PROVIDED PURSUANT TO THIS CONTRACT.

SECTION I: GENERAL REQUIREMENTS

A. DEFINITIONS:

The following are definitions as used in this Contract:

1. Abuse:

According to Utah Code 78A-6-105 and Utah Administrative Code R512-202, abuse includes but is not limited to:

a. Severe and/or chronic abuse:

Such as: non-accidental harm of a child; threatened harm of a child; serious physical injury; abandonment; sexual behavior with or upon a child; sexual abuse; sexual exploitation;

b. Child endangerment:

Such as: driving under the influence with children in the vehicle; giving children illegal drugs, illegal substances, alcohol, tobacco, or non-prescribed/not recommended medications for that child; involving a child in the commission of crimes, such as shoplifting; distribution of illegal drugs in the presence of a child; children having exposure or access to lab paraphernalia, illegal drugs, chemicals for manufacturing illegal drugs, loaded weapons, pornography, and/or material harmful to a child;

c. Domestic violence related child abuse:

Such as: potential for or actual injury to a child during a domestic violence episode; violent physical and/or verbal altercation between adults in the presence a child;

d. Emotional abuse:

Such as: demeaning or derogatory remarks about the child or other family member in the presence of the child; perception of or actual threatened harm; corrupting or exploiting the child; multiple false reports to CPS; terrorizing; spurning; hostile rejecting; denying emotional responsiveness; or isolating;

e. Physical abuse:

Such as: non-accidental injury to a child that may or may not be visible; unexplained injuries to an infant or toddler; unexplained injuries to a disabled or non-verbal child;

f. Fetal exposure to harmful and/or addictive substances:

Such as: fetal exposure to alcohol or other substances; and fetal addiction to alcohol or other harmful substances; and/or

g. Pediatric condition falsification:

A parent deliberately produces or feigns physical or psychological symptoms in child(ren) under the parent's care.

2. **Administrative staff:**

The Contractor's management staff that do not supervise or provide direct services to child(ren).

3. **Adopted child:**

A child, ages 0-17, adopted from a public child welfare system.

4. **Adoption respite care services:**

Temporary, hourly, care of an adopted child(ren) to revitalize the adoptive parents from the stress associated with raising an adopted child. This is most often an in-home service for ages 0-17 but may also include facility-based services for ages 0-11.

5. **ARCH:**

ARCH stands for "access to respite care and help" and is a brand name proprietary to the ARCH National Respite Network and Resource Center, a division of Chapel Hill Training-Outreach Project, Inc. In this Contract, ARCH is used as the brand name for products (forms and database software) from this company.

6. **ARCH data:**

Data collected from parents by asking them questions from various ARCH forms. This data is entered into the ARCH Evaluating and Reporting Outcomes database.

7. **ARCH "Evaluating and Reporting Outcomes" tool:**

A database program that runs on the Microsoft Access software platform and was created by the ARCH National Respite Network and Resource Center.

8. **ARCH forms:**

a. CR1:

An ARCH form used to collect data from parents for the initial evaluation the first time crisis respite services are used.

b. CR2:

An ARCH form used to collect data from parents for subsequent visits each time crisis respite services are used.

c. Demographic information:

An ARCH form used to collect statistical demographic data from parents. There are two versions of this form. One is used with the CR1 for and the other is used with the PR1 form.

d. PR1:

An ARCH form used at the end of the initial six-month period, to collect data from parents who use planned respite and/or supplemental care services.

e. PR2:

An ARCH form used after the PR1 form has already been used, to continue collecting data from parents on a quarterly basis as planned respite and/or supplemental care services are used.

9. **Background screening applicant:**

An individual who has requested a background screening.

10. **Background screening:**

The review of an applicant's criminal history and/or child/adult abuse, neglect, or exploitation history through one or more criminal, abuse, neglect, or exploitation databases for the purpose of determining whether the applicant may have direct access to children.

11. **Background screening clearance:**

The Department of Human Services Office of Licensing (DHS/OL) has conducted an applicant's background screening and has approved the applicant to work with children.

12. **Case Manager:**

A DHS/DCFS employee with primary responsibility for a child in DHS/DCFS custody (also known as a caseworker).

13. **Client:**

A person, child(ren) or adult, who receives services under this Contract.

14. **Client identifying information:**

Information identifying or leading to the identity of the Client or Client's family. Identifying information may be verbal or written communication, photographs, or digital images and video clips, and data.

15. **Crisis care:**

A term used to indicate a situation in which the Contractor needs to prepare for and render crisis respite nursery services or crisis emergency shelter services.

16. **Crisis or emergency:**

- a. Examples of crisis or emergency regarding a parent's access to crisis respite nursery services include but are not limited to the following:
 - (1) Any situation where the child may be at risk of neglect, abuse, or dependency if a crisis respite or shelter care facility placement is not used.
 - (2) Parental stress.
 - (3) Parental or sibling illness, medical emergency, or death.
 - (4) Parents feel they may harm their children.
 - (5) Parents who are experiencing a behavioral health crisis, including mental illness, family violence, or substance abuse or addiction.
 - (6) Lack of utilities, food, or shelter.
 - (7) Parents are incarcerated.
 - (8) Parents are in a chronically stressful situation and need regular respite care for their children in order to avoid harming them.
 - (9) Parent has attempted suicide.
 - (10) Parents who are currently experiencing or fearing an imminent upcoming incident of domestic or intimate partner violence.
- b. For examples of crisis or emergency related to incident reporting, see the definition for "Incident" below.

- c. Examples of emergencies related to the Contractor using the temporary 1:5 staff-to-child ratio:
- (1) A scheduled staff member unexpectedly calls in sick or late for their shift;
 - (2) An on shift staff member unexpectedly needs to leave due to illness, death in the family, or personal emergency;
 - (3) Accommodating a parent who is requesting crisis services;
 - (4) Accommodating a DHS/DCFS request for crisis shelter services, if this Contract includes crisis shelter services;
 - (5) Accommodating a crisis child care referral from a police department or similar agency; or
 - (6) Aiding in the response effort to an event of massive destruction, such as war, terrorism, or natural disaster.

17. **Crisis respite nursery services:**

Crisis respite, planned respite, and supplemental care services provided for child(ren) (ages 0-11) in a safe, home-like atmosphere. These services provide temporary relief for the parent and protect child(ren) who are at risk of abuse, neglect, or foster care dependency. The child(ren) who receive these services are not in the custody of DHS/DCFS. These services also include hosting family events; partnering with parents and parenting organizations; performing community awareness/outreach services; and providing the community with a crisis hotline (a 24 hour information and referral source for parents and families) resource and support services. This is an umbrella classification that includes:

a. **Crisis respite care:**

Unplanned, emergency care for child(ren) (ages 0-11), available any time of the day or night, when their parent or family is facing a crisis and no other safe childcare options are available.

b. **Planned respite:**

A scheduled “time out” when parent(s) need a break from parenting responsibilities. This includes, but is not limited to, care given to child(ren) (ages 0-11) so that the parent(s) may attend occasional medical appointments and support meetings.

c. **Supplemental care:**

Care provided to children while their caretaker is participating in ongoing

services designed to strengthen the family and reduce the risk of abuse or neglect, such as parenting classes or counseling.

18. **Crisis emergency shelter placement:**

A temporary, short-term, living arrangement, used as a last resort for child(ren) (ages 0-11) in DHS/DCFS custody. It does not include group or therapeutic settings whose purpose is to provide assessment and/or treatment for mental health or delinquency issues. For more information, see DHS/DCFS practice guidelines section 700 “General Major Objectives”, 704.1 “Crisis Placements”; available at <http://hspolicy.utah.gov/dcfs/>.

19. **Cultural competency:**

The ability to effectively interact with people of different cultures. Cultural competence comprises four components: awareness of one's own cultural worldview; attitude towards cultural differences; knowledge of different cultural practices and worldviews; and cross-cultural skills.

20. **Dependency:**

Is as defined in Utah Code 62A-4a-101.

21. **Direct access:**

An individual has, or likely will have, contact with or access to child(ren) that provides the opportunity for personal communication or touch

22. **Direct care:**

Providing care and/or supervision to child(ren) through age 17.

23. **Direct care staff:**

Employees that have direct contact with the child(ren) at the Contractor’s facility or at an adoptive family’s home, who care for the child(ren), and who are responsible for supervising child(ren) and/or volunteer(s). Direct care staff does not include support staff, administrative staff, or volunteers.

24. **Direct supervision:**

The person being supervised is under the uninterrupted visual and auditory surveillance of the person doing the supervising.

25. **Family events:**

Structured events hosted by the Contractor for the purpose of promoting parent leadership and building protective factors with the families.

26. **Free play:**

Unstructured, self-directed play in a safe environment; the child chooses the activity and may go from one activity to another as they choose.

27. **Incident:**

Including, but not limited to: an accident; aggravated assault; arson; any crisis emergency response involvement from an entity outside of DHS/DCFS; any serious bodily injury; death; missing child(ren); illness that needs immediate treatment from medical professional or hospital; misconduct by staff; property damage; riot; suicide attempt; sexual activity involving a person under 18 years of age; weapons related occurrence; or any firearm related offense.

28. **Intern:**

A student or trainee who works at a trade or occupation in order to gain work experience. For the purposes of this Contract, interns shall be considered staff only when the intern is enrolled in a program at an accredited educational institution for a bachelor's degree or higher in a field related to family relations (such as: social work, mental health counseling, marriage and family therapy, psychology, psychiatry, or child development). In all other circumstances, interns shall be considered volunteers.

29. **Logic model:**

A map or a simple illustration of what you do, why you do it, what you hope to achieve, and how you will measure achievement. It includes the anticipated outcomes of your services, indicators of those outcomes, and measurement tools to evaluate the outcomes.

30. **Neglect:**

Is as defined in Utah Code 78A-6-105 and Administrative Code R512-202.

31. **Parent:**

The biological parent of origin, legal guardian, a kinship caregiver, adopted parent, or other identified permanent caregiver.

32. **Partnering:**

Establishing a mutually beneficial relationship based on shared trust and teamwork. The objective is to focus on what each party does best and establish specific roles for each participant.

33. **Peer review:**

A review method that brings together two or more Contractors with this Contract to

assess all participants' programs for the benefit of improving the peer's program and the Contractor's program.

34. **Protective factors:**

The Center for the Study of Social Policy identifies five protective factors (1- parental resilience, 2- social connections, 3- concrete support in times of need, 4- knowledge of parenting and child development, and 5- social and emotional competence of children) that when well established in a family, reduce the likelihood of child abuse and neglect. The "Strengthening Families Protective Factors Framework" is an approach to working with families to build family strengths creating a family environment that promotes optimal child and youth development.

35. **Public child welfare:**

A governmental agency (or subcontractor) in the United States whose purpose is to investigate allegations of child abuse, neglect or dependency and to promote the well-being of children by ensuring safety, achieving permanency, and strengthening families to care for their children successfully. In some abuse, neglect or dependency cases, this governmental agency takes custody of child(ren), either temporarily or permanently.

36. **Structured play** (also known as "guided play" or "play with a purpose"):

An instructor led activity that offers a specific learning objective in a fun environment. The instructor sets the tone for the play and helps the child(ren) meet the goal or learning objective. Examples of structured play include, but are not limited to: Simon says; organized sports; arts and crafts; board games; puzzles; sorting games; and games that teach a skill.

37. **Support staff:**

Staff whose duties do not include supervising child(ren) or volunteers (such as administrative, secretarial, and/or janitorial staff members). Support staff may or may not have direct access to child(ren).

38. **Telephone hotline crisis intervention information and referral:**

A telephone line established by the Contractor and answered by the Contractor's staff where callers can receive crisis intervention and referral information.

39. **Trauma-informed approach:**

The philosophy that care-givers should be mindful of the effects of past trauma(s) in order to respond to a child in a supportive way that aids the child's healing process. It is not a set of specific services but a set of principles that place trauma awareness and sensitivity at the center of care-giving.

40. **Volunteer:**

A person who donates services to the Contractor without pay or other compensation. This Contract recognizes a distinction between the following two different types of volunteers:

a. Type A volunteers:

A volunteer who either:

- (1) Has no direct access to children; or
- (2) Has supervised direct access to children and performs a maximum of 20 hours of volunteer work per calendar quarter. This would include, but is not limited to, groups of people who come to the facility to do a one-time service project.

b. Type B volunteers:

A volunteer who:

- (1) Has supervised direct access to child(ren); and
- (2) Performs more than 20 hours of volunteer work per calendar quarter and/or is involved in the Contractor's decision-making processes.

B. **SERVICE AREA(S):**

Geographical Area ID number	DHS/DCFS region	County in which this center shall be located	Counties this center shall serve for crisis respite nursery services	Crisis emergency shelter services shall be provided	Counties this center shall serve for in-home adoption respite
8	Western	Utah	Utah, Wasatch, Juab, and Millard	Statewide	Utah

C. **CONTRACTOR'S QUALIFICATIONS AND ORGANIZATIONAL CAPACITY:**

The Contractor shall have the following:

1. A current Residential Support license issued by the DHS Office of Licensing (DHS/OL) for each facility.
2. A minimum of two years professional experience providing services to families in their community (such as: child care, pre-school, abuse prevention programs, domestic violence aid, youth mentoring, parenting classes, after school programs, peer-to-peer support, or community center).
3. The ability to provide services beginning April 1, 2015.

4. The ability to provide referrals to supportive services that may help the family, which may be provided by the Contractor or by other community agencies. Examples of possible support services include but are not limited to:

- a. Family events;
- b. Family counseling;
- c. Individual counseling;
- d. Service coordination (case management);
- e. Child care resource and referrals;
- f. Parenting classes;
- g. Access to medical services;
- h. Home management training;
- i. Employment training;
- j. Help lines;
- k. Substance abuse prevention counseling;
- l. Food resources;
- m. Homeless and domestic violence shelters;
- n. Housing programs;
- o. Resources for children 12 year old and older;
- p. Legal resources;
- q. Developmental assessments; and
- r. Adoptive family resources.

5. **Written internal policies and procedures:**

These policies and procedures shall contain a minimum of the following information:

- a. Accommodating children who require specialized medical care and/or have physical and/or developmental disabilities;

- b. Behavior management and ways of managing children with challenging behavior.

This policy shall:

- (1) Prohibit the use of physical restraints, mechanical restraints, chemical restraints, or seclusion (i.e., room confinement and isolation), and
 - (2) Clarify the roles of volunteer(s) and intern(s) during a behavior related incident and prohibit volunteers from handling these situations by themselves;
- c. How to handle crisis respite nursery stays longer than 72-hours;
- d. Contacting DHS/DCFS if the Contractor suspects child(ren) has been abandoned at the facility;
- e. Cooperation with and full disclosure to Child Protective Services (CPS) during CPS investigation(s);
- f. Denial of services (for example: criteria for denial, how to tell a parent services are being denied, and documenting denials);
- g. Mandatory reporting of suspected child abuse, neglect, and/or dependency;
- h. Prepare for, respond to, communicate during, document, and report on an incident, emergency, and/or crisis situation. This policy shall include the following minimum information:
 - (1) Advanced preparation and training so that the Contractor has the ability to respond to an incident, emergency, and/or crisis situation immediately.
 - (2) Maintaining, at each facility, a list of DHS/DCFS emergency contacts. This list shall include names, titles, phone numbers, and e-mails for:
 - (a) Case Manager for each crisis emergency shelter child at the facility [if applicable to this Contract as indicated in the table in the service area(s) section above];
 - (b) Case Manager's supervisor for each crisis emergency shelter child at the facility [if applicable to this Contract as indicated in the table in the service area(s) section above];
 - (c) Region Director for each of the five DHS/DCFS regions;
 - (d) Regional Contract Coordinator for each of the five DHS/DCFS regions;

- (e) Main phone number for each of the local DHS/DCFS offices (available at <http://dcfs.utah.gov/locations/>); and
 - (f) Statewide Child Protective Services (CPS) 24-hour intake hotline; 1-855-323-3237.
- (3) In emergency or crisis situations, the Contractor shall immediately intervene to preserve or restore safety for all humans, animals, and property;
- i. Responding to medical emergencies:

This policy shall clarify the roles of volunteer(s) and intern(s) during a medical emergency and prohibit volunteers from handling these situations by themselves.;
- j. How to handle situations where a parent needs to access crisis respite care services but they do not have photo identification; and
- k. The Contractor's Board shall have limited access to client identifying information. A record shall be kept of each time a board member accesses Client information and why this was necessary.

6. Written rules and disclosures:

The Contractor shall provide a copy of the following rules and disclosures, free of charge, to anyone who receives services under this Contract. These rules and disclosures shall contain a minimum of the following information:

- a. Items the parent(s) and/or child(ren) are not allowed to bring to the facility;
- b. The Contractor's drop off and pick up policies;
- c. The Contractor's denial of services policy;
- d. The Contractor's policy regarding whether or not they allow their staff to sleep while working the overnight shift;
- e. The Contractor collects non-identifying statistical data from parents who use the Contractor's services for State and Federal reporting purposes;
- f. In accordance with Utah law, Code §62A-4a- 403, every person in Utah including the Contractor is legally obligated to report all suspected child abuse, neglect, and/or dependency;
- g. Any single crisis stay longer than 72 hours may be subject to scrutiny if the center believes the parent(s) are taking advantage of the center's services.

7. A detailed plan of how it will advertise the crisis respite care services to the community.
8. A minimum of two years professional experience in supplementing funding by fundraising.
9. The ability to identify the populations in their community, including their cultural backgrounds and primary languages and have a plan to accommodate the unique needs of these specific populations.

10. **The ARCH “Evaluating and Reporting Outcomes” tool:**

- a. The Contractor shall provide and be responsible for its own equipment to run, store, and transmit data for this program, including:
 - (1) The ability to send reports over the internet and
 - (2) A computer system with Microsoft Access 2003, 2007, or 2010, which is required for the ARCH program.

- b. The ARCH “Evaluating and Reporting Outcomes” tool may be purchased at:

http://chtop.org/index.php?page=shop.product_details&flypage=shop.flypage&product_id=59&category_id=11&vmcchk=1&option=com_virtuemart&Itemid=252

Or

<http://www.archrespite.org/productspublications>

11. **A logic model:**

- a. The Contractor shall develop and use a logic model to organize and understand the relationships between the resources the Contractor has to run its program, the services and activities that the Contractor provides, and the outcomes or changes in its participants and communities that the Contractor is expected to achieve.

- b. Training on logic models is available free of charge at <http://friendsnrcelearning.org>.

- c. The Contractor can access a logic model builder on the following websites:

<http://www.friendsnrc.org/evaluation-toolkit/logic-model-builder>,

<https://www.childwelfare.gov/preventing/>,

Or

<https://www.childwelfare.gov/preventing/evaluating/toolkit.cfm>.

- d. The Contractor is not required to construct their logic model using the “logic model builder”.

D. CONTRACTOR’S FACILITY REQUIREMENTS:

1. Safety of the building, grounds, and equipment:

The Contractor shall ensure the facility’s building, grounds, and equipment are maintained, repaired, and free of safety hazards. This includes utilizing safety devices designed to keep toddlers safe (such as: safety gates, electrical outlet covers, door knob covers, and cupboard/cabinet locks).

2. Furnishings and decorations:

The Contractor shall ensure the facility is furnished and decorated in a home-like fashion. This shall include but is not limited to providing:

- a. Couches and/or easy chairs;
- b. A television or similar electronic device(s) with the capability of displaying movies and programs created for children;
- c. Pictures and/or posters on the walls that are created for children;
- d. Rugs and/or carpet;
- e. A room with table(s) where the children can sit to eat; and
- f. A secure outdoor play area.

3. The facility’s sleeping areas:

The Contractor shall ensure the facility is equipped with sleeping accommodations for up to eight children that meet the following requirements:

- a. Sleeping areas shall be divided by gender except in cases where Utah Administrative Code R501-22-8 allows family members to share a bedroom;
- b. Sleeping areas shall be separate from the daytime, common areas;
- c. Sleeping areas shall comply with the DHS/OL licensing requirements; and
- d. Cribs and beds shall be provided for multiple ages and for both boys and girls.

Cribs and infant sleeping areas shall meet the minimum safety standards of the United States Consumer Product Safety Commission (CPSC). The CPSC’s

website is <http://www.cpsc.gov>.

E. **STAFFING REQUIREMENTS:**

1. The Contractor's direct care staff shall be able to meet the needs of children, challenging behaviors and/or special needs.
2. The Contractor's direct care staff shall be a minimum of eighteen years of age and shall have a current background screening clearance prior to having unsupervised direct access to children.

3. **Volunteers:**

The Contractor shall:

- a. Ensure that volunteers, both Type A and Type B, shall be under the direct supervision of a staff person who has a current background screening clearance. Notwithstanding Utah Administrative Code R501-22-5.D, Child(ren) shall not be alone with volunteer(s).
- b. Ensure that volunteers, both Type A and Type B, shall sign a confidentiality agreement.
- c. Maintain compliance with Utah Administrative code R501-22-5.D when utilizing volunteers, both Type A and Type B. This includes, but is not limited to, screening, training, and evaluation of volunteers. Utah Administrative code R501-22-5.D can be found at <http://www.rules.utah.gov/publicat/code/r501/r501-22.htm>.
- d. Ensure that Type B volunteers who are eighteen years of age or older adhere to this Contract's background screening requirements.
- e. Not allow anyone under twelve years of age to volunteer.

4. **Background screening requirements:**

The Contractor shall:

- a. Provide direct supervision of all persons with direct access to children until the applicant receives written verification of background screening clearance from DHS/OL. Direct supervision shall be performed only by an individual who has a current written verification of background screening clearance from DHS/OL.
- b. Not permit an applicant whose background screening has been **denied** to have any further direct access to children.
- c. Maintain in each applicant's personnel file the background screening applications and clearances required pursuant to this Contract.

- d. Require all individuals with direct access to children to report any charges of a criminal offense or allegations of abuse or neglect to their supervisor and to submit a new background screening application immediately after being charged with any criminal offense or being substantiated or supported for abuse, neglect or exploitation.

F. **STAFF AND VOLUNTEER TRAINING AND DOCUMENTATION REQUIREMENTS:**

1. **Training requirements:**

The Contractor shall ensure compliance with the following training requirements and timeframes:

a. All staff, subcontractors, and interns

(1) **Within the first week of providing services under this Contract:**

All staff, subcontractors, and interns shall complete a minimum of four hours of training on all of the following topics prior to having direct access with children, and annually thereafter:

- (a) Orientation to the requirements of this Contract;
- (b) The DHS provider code of conduct:

The DHS provider code of conduct can be accessed at:
<http://hspolicy.utah.gov/>, policy number 5-3.

At the end of the training, the trainee shall sign the “provider code of conduct certificate of understanding and compliance”. The signed document shall be placed in the individual's personnel file.

- (c) Recognizing child abuse, neglect, and dependency indicators, Utah's child abuse mandatory reporting law (Utah Code §62A-4a-403), and the Contractor's written policy and procedure for immediately reporting all suspected cases of child abuse, neglect, or dependency;
- (d) Behavior management, child development, and ways to manage children with challenging behavior;
- (e) Abuse and harassment prevention to ensure children are not abusing or harassing one another;
- (f) Medical emergencies; and

- (g) Sensitivity training, preventing secondary trauma, and incorporating a trauma-informed approach in daily activities.

This training shall include a variety of topics such as:

- i. Not saying “your parent is here to pick you up” to a crisis respite nursery child in front of a crisis emergency shelter child;
- ii. Ensuring the child(ren) do not see news reports about their situation and/or loved ones; and
- iii. The effects of trauma
(<http://www.instituteforsafefamilies.org/materials/m/amazing-brain-trauma-and-potential-healing>).

(2) Within the first 90 days of providing services under this Contract:

All staff, subcontractors, and interns shall complete a minimum of four hours of training on the following topics, and annually thereafter:

- (a) The maintenance of First-Aid and CPR certification:

The Contractor’s direct care staff shall be First Aid / Cardiopulmonary Resuscitation (CPR) certified within 90 days of employment. Staff who are not First Aid / CPR certified shall not have direct access to child(ren) without the direct supervision of a First Aid/CPR certified staff member;

- (b) Administering the ARCH Evaluating and Reporting Outcomes tool and the importance of the survey:

The Contractor shall contact the DHS/DCFS Prevention Program Administrator, within the first 14 days of this Contract, to schedule the ARCH training that will have the DHS/DCFS Prevention Program Administrator or designee as the training instructor. Thereafter, the Contractor shall be responsible for providing this training to its new staff, interns, and subcontractors and the annual refresher trainings;

- (c) Promotion of parent leadership:

The Contractor shall contact the DHS/DCFS Prevention Program Administrator, within the first 14 days of this Contract, to schedule the promotion of parent leadership training that will have the DHS/DCFS Prevention Program Administrator or designee as the training instructor. Thereafter, the Contractor

shall be responsible for providing this training to its new staff, interns, and subcontractors and the annual refresher trainings;

(d) Introductory course to the Protective Factors:

This is a free online training which can be accessed at:
<http://www.ctfalliance.org/onlinetraining.htm>; and

(e) Any other areas that could impact their role in providing quality care (such as: health, how/when to check for head lice, cultural competence, maternal depression, recognizing and helping parents who are experiencing trauma, and referring parents to pertinent community resources).

b. All staff, subcontractors, interns, and/or volunteers who will handle, prepare, and/or serve food:

The Contractor shall ensure all staff, subcontractors, interns, and/or volunteers have and maintain a current Utah Food Handler's permit prior to handling, preparing, and/or serving food.

c. Staff and/or subcontractors who shall provide facility based direct care services:

All direct care staff and/or direct care subcontractors shall complete a minimum of one hour of training on the following topic, within the first three months of providing services under this Contract and annually thereafter:

How to host family events

The Contractor shall contact the DHS/DCFS Prevention Program Administrator, within the first 14 days of this Contract, to schedule the family events training that will have the DHS/DCFS Prevention Program Administrator or designee as the training instructor. Thereafter, the Contractor shall be responsible for providing this training to its new staff, interns, and subcontractors and the annual refresher trainings.

d. Type A Volunteers:

These individuals shall complete a minimum of thirty minutes of training, prior to having direct access to children, and annually thereafter, on the following topics:

- (1) The DHS Provider Code of Conduct; and
- (2) Sensitivity training and preventing secondary trauma.

e. Type B Volunteers:

These individuals shall complete a minimum of three hours of training prior to having direct access to children, and annually thereafter, on the following topics:

- (1) Orientation to the requirements of this Contract;
- (2) The DHS Provider Code of Conduct;
- (3) Recognizing child abuse, neglect, and dependency indicators, Utah's child abuse mandatory reporting law (Utah Code §62A-4a- 403), and the Contractor's written policy and procedure for immediately reporting all suspected cases of child abuse, neglect, or dependency;
- (4) Behavior management and child development:

The volunteer version of this training shall emphasize:

- (a) Volunteers shall immediately notify a direct care staff of any behavior management problem(s); and
 - (b) Volunteers shall follow staff member instructions during a behavior related incident;
- (5) Abuse and harassment prevention to ensure children are not abusing or harassing one another;
 - (6) Medical emergencies:

The volunteer version of this training shall emphasize:

- (a) Volunteers shall immediately notify a direct care staff of any medical emergency problem(s); and
 - (b) Volunteers shall follow staff member instructions during a medical emergency;
- (7) Sensitivity training, preventing secondary trauma, and incorporating a trauma-informed approach in daily activities.

2. Assessments for all training:

The Contractor shall develop and implement a method to assess and measure the understanding of the information and materials presented in each training session. The following are examples of types of measurements that may be used:

- a. Testing and scoring, and
- b. Written summary of training content prepared by the trainee.

3. **Training documentation:**

The Contractor shall maintain documentation on training in each individual's personnel file. Documentation for all training shall include:

- a. Title and brief description of course content;
- b. Date training completed;
- c. Duration of training course;
- d. Instructor name and qualifications that relate to the subject matter;
- e. Signature of the person receiving the training, which shall include either a handwritten signature or an electronic signature, if training is completed electronically;
- f. Documentation of each individual's competency in the training; and
- g. A copy of the certificate received from the training (where applicable).

4. **Credit for prior training:**

The Contractor's staff, subcontractors, interns, and volunteers may receive credit for prior training on an hour-for-hour basis if:

- a. The content of the training in question meets the training requirements listed in Section I, F., 1. of this Contract;
- b. All of the above training documentation requirements are met; and
- c. The training was received within a period of one year prior to: the effective date of this Contract or the date the staff member, subcontractor, intern, or volunteer starts with the Contractor, whichever is later.

G. **BUSINESS HOURS:**

1. **Regular business hour requirements:**

a. Minimum regular business hours:

The Contractor's facility shall be open a minimum of 40 hours a week except when G., 1., b. (below) applies.

b. Holiday exceptions to regular business hours:

- (1) The Contractor shall not be required to maintain regular business hours on:

- (a) The following ten Federal holidays: New Year's Day; Dr. Martin Luther King, Jr. Day; Washington & Lincoln Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; and Christmas Day;
 - (b) The State holiday of Pioneer Day; and
 - (c) An additional twelve days per calendar year at the Contractor's discretion (herein referred to as "discretionary day(s)").
- (2) Except for G., 1., b., (1), (c) above, there shall be no additional holiday exceptions. In the event that a State or Federal holiday falls on a day when the facility is already closed and the Contractor closes on a different day in observance of the holiday, the closure shall be considered one of the Contractor's discretionary days, as described in G., 1., b., (1), (c) above.
 - (3) When closing for a holiday or discretionary day, the Contractor may reduce the minimum required business hours for that week by eight hours per holiday or discretionary day. For example, if the Contractor closes for Thanksgiving and also chooses to use a discretionary day to close for the day after Thanksgiving, the minimum required hours for the week would be 24 hours (40-8-8=24).
- c. Family events count towards regular business hours:

When hosting a family event outside of regular business hours (as described in section II, G.), the Contractor may count the time spent hosting the family event (including set-up, the event, and clean-up) toward the week's required minimum business hours and may, on an hour for hour basis, close early on another day in that same week, in order to compensate for the additional time required by the family event. For example, if the Contractor hosts an after-hours family event that takes three hours, the Contractor may close three hours early on another day that week.

2. **Posting the regular business hours:**

The Contractor shall post the facility's regular business hours, holiday exceptions, and after-hours call number at:

- a. The entrance of the facility;
- b. On any flyers or advertisements;
- c. On any materials given to parents who are using the Contractor's services for the first time; and

d. On the Contractor's facility website, if applicable.

3. **In addition to regular business hours:**

The "after-hours telephone line and on-call emergency services" section below outlines services the Contractor shall be required to render in addition to the minimum regular business hours.

H. **GENERAL SERVICE REQUIREMENTS:**

1. **Capacity:**

The Contractor shall:

- a. Have the capacity to serve a minimum of eight children at any given time; and
- b. Ensure the maximum number of children served comply with DHS/OL and local fire code regulations.

2. **After-hours telephone line and on-call emergency services:**

a. Answer calls and provide services:

The Contractor shall ensure the Contractor's after-hours telephone line is answered by the Contractor's staff twenty-four hours per day, three hundred sixty-five days per year (three-hundred sixty-six days per year in a leap year). The purpose of this telephone hotline includes but is not limited to:

(1) **A hotline for crisis intervention information and referral:**

The Contractor shall:

- (a) Provide crisis intervention and referral services to people at the time of the phone call; and
- (b) Have a process in place to do an outgoing follow-up call to the caller to check on what services the caller ended up accessing, when contact information was provided by the caller.

(2) **On-call emergency access to crisis respite nursery and/or crisis emergency shelter placement services:**

The Contractor shall ensure a minimum of one staff member is on-call and available after-hours, twenty-four hours per day, three hundred sixty-five days per year (three-hundred sixty-six days per year in a leap year), to be at the facility, ready to receive child(ren) a maximum of thirty minutes from the time an emergency request is received. If an emergency request is received at a time when the facility is already at

maximum capacity, the Contractor shall begin immediate attempts to contact the parent(s) of the children who are there for respite only services to ask them to come pick up their child(ren).

b. Document calls:

The Contractor shall keep documentation of the calls to the after-hours telephone line to include but not limited to:

- (1) Date, time, and duration of call;
- (2) Date and time services were provided (if applicable);
- (3) The name of the staff person responding to the hotline telephone call;
- (4) The type of crisis or services requested; and
- (5) The date, time, and name of the staff person who conducted the follow-up call, when applicable.

c. Posting the after-hours call number:

The Contractor shall:

- (1) Post the after-hours call number:
 - (a) At the entrance of the facility;
 - (b) On all fliers/brochures about the facility; and
 - (c) On the facility's website, if applicable.
- (2) Ensure each posting includes the words "24-hour crisis hotline"
- (3) If the after-hours number is different than the facility's regular business hour telephone line, the regular business hour telephone line shall have an automated message that answers after hours and informs callers of the "24-hour crisis hotline" and the number.

3. **Supervision of children and staff-to-child ratio:**

a. Standard staff-to-child ratio:

The Contractor shall maintain a **minimum staff-to-child ratio of one direct-care staff member to every four children (1:4)** for all ages, except in times when 3.b. (below) applies.

b. Temporary, emergency staff-to-child ratio:

In times of emergencies, the facility may use a temporary 1:5 direct care staff ratio as long as:

- (1) The temporary 1:5 ratio shall not exceed a maximum duration of 8 hours;
- (2) While using the temporary 1:5 ratio, the Contractor is still in compliance with the staff-to-child ratio required by the Contractor's Residential Support license issued by DHS/OL;
- (3) The number of children under two years of age shall not exceed 40% of the total number of children;
- (4) The Contractor shall maintain compliance with fire code and licensing requirements;
- (5) The Contractor's Nursery Director pre-approves the temporary 1:5 ratio;
- (6) The Contractor obtains prior written approval to use the temporary 1:5 ratio from the DHS/DCFS Prevention Program Administrator for use occurrence(s) seven and higher during any given calendar month. The Contractor shall not be required to obtain prior written approval from the DHS/DCFS Prevention Program Administrator for the first six times the temporary 1:5 ratio is used in a given month; and
- (7) The Contractor shall document all occasions where the 1:5 ratio is used. This documentation shall include the date, the duration, a brief explanation of the emergency, and the number of children at the facility at the time by category: crisis respite care, planned respite, supplemental care, crisis emergency shelter placement, facility-based adoption respite, and other – Contractor shall specify (such as children of on-shift staff members).

c. Overnight supervision:

When child(ren) are at the facility overnight, the Contractor shall:

- (1). Ensure the on-shift staff members immediately attend to the child(ren)'s needs as needs arise (for example: if an infant requires feeding, if a child wets the bed, if a child gets sick, if a child cries, and/or if a child gets out of bed); and
- (2). Have systems and tools in place to help ensure sleeping staff members will wake-up if/when the child(ren) need them;

4. **Eligibility for services:**

a. Prioritize the acceptance of children during high demand times:

The Contractor shall:

- (1) Accept children brought and signed in by parents or those entrusted with protective custody (such as DHS/DCFS or law enforcement).
- (2) Accept child(ren) to its facility in the following priority:
 - (a) Crisis respite care;
 - (b) Crisis emergency shelter placement(s) [if applicable to this Contract as indicated in the table in Section I, B. "service area(s)"];
 - (c) Planned respite;
 - (d) Supplemental care; and
 - (e) Facility-based adoption respite [if applicable to this Contract as indicated in the table in Section I, B. "service area(s)"].
- (3) Give priority to the crisis care request if a request for crisis care is made at a time when the Contractor already has scheduled planned respite or supplemental care. If the Contractor's facility is already at capacity, the Contractor shall make immediate arrangements to ensure the crisis is accommodated; such as:
 - (a) Having the Contractor's on-shift direct care staff member(s), who have a child at the facility, call trusted friends and/or family to come pick up the staff member's child; and if that fails to make enough room to accommodate the crisis request, then:
 - (b) Contacting the parent(s) of the children who are there for respite only services and asking them to come pick up their child(ren).

b. Accommodate children with special needs:

The Contractor shall:

- (1) Have written policies and procedures planning for and accommodating, requests to provide services to children who require specialized medical care and/or have physical and/or developmental disabilities;
- (2) Ensure compliance with the Title II of the Americans with Disabilities Act ("ADA") and Utah anti-discrimination statutes;
- (3) Make special accommodations for children with disabilities and/or medical needs;

- (4) Not use eligibility criteria or standards that screen out or tend to screen out children with disabilities unless providing those services would fundamentally alter the nature of the services offered by the Contractor; and
- (5) Not use selection methods that tend to send ADA respite child(ren) home sooner than other child(ren) when a crisis needs to be accommodated.

c. Service denials:

(1) **Considerations for denial of services:**

(a) Undue burden of accommodating children with special needs:

The Contractor shall retain the right to deny services to children who require specialized medical care and/or have physical and/or developmental disabilities if the denial of services does not violate ADA and the accommodation of such services imposes an undue burden upon the Contractor for one or more of the following reasons:

- i. Current capacity cannot accommodate the special needs child and the services requested are respite services; or
- ii. The Contractor does not have and cannot reasonably attain the facilities, equipment, training, and/or resources to accommodate a child's required specialized medical care.

(b) All children:

The Contractor shall retain the right to deny crisis respite nursery services for one or more of the following reasons:

- i. If the child is twelve years old or older;
- ii. If the child has any communicable diseases, including head lice;
- iii. If the child has a history:
 - (i) That indicates the child poses a flight risk;
 - (ii) Of violence and the child poses a threat to other children in the facility or staff; or
 - (iii) Of being sexually reactive;

- iv. If the child's documented behavior during previous visits put other children or staff at risk;
- v. If the parent(s) requesting the usage has a documented pattern of disregard for the rules, policies, and procedures established by the Contractor; or
- vi. The facility has reached its licensed capacity.

(2) **Documentation of denials:**

The Contractor shall:

- (a) Document all denial of services in the Contractor's service denial log and in the child's file.
- (b) Ensure the Contractor's service denial log includes the following minimum information:
 - i. Parent's name;
 - ii. Name of the child(ren) denied;
 - iii. Age(s) of the child(ren) denied;
 - iv. Date services were requested;
 - v. Reason services were requested;
 - vi. Physical or mental disability of the child(ren) who were denied (if any);
 - vii. The number of children at the facility at the time of denial listed by category: crisis respite care, planned respite, supplemental care, crisis emergency shelter placement, facility-based adoption respite, children of on-shift direct-care staff members, and other – Contractor shall specify;
 - viii. The specific reason for the denial; and
 - ix. Other services arranged for or offered to the family (if any).
- (c) A copy of the Contractor's service denial log shall be included in the annual report.

5. **Provide for the children:**

The Contractor shall provide the children a minimum of the following:

- a. General guidance, behavior management, hygiene management, and assistance in age-appropriate skill development;
- b. Nutritious meals and snacks that meet the component, quality, and quantity of the United States Department of Agriculture (USDA) Recommended Daily Allowance (RDA) for children;
- c. Infant bottles and formula;
- d. Age appropriate toys (according to each toy's age recommendation from the toy's manufacturer);
- e. Age appropriate books (according to each book's age recommendation from the book's publisher);
- f. Opportunities for fun;
- g. Supplies and equipment necessary for structured play activities;
- h. Clean Clothing;
- i. Clean Diapers;
- j. Personal hygiene items;
- k. Daily programming and activities:

The Contractor shall provide daily opportunities for age-appropriate:

- (1) Outdoor play (weather permitting);
- (2) Free play; and
- (3) Structured play;

- l. Overnight materials:

The Contractor shall provide overnight materials that include but are not limited to:

- (1) Bedding materials (such as: sheets, blankets, pillows, and pillow cases);
- (2) Pajamas; and
- (3) Infant sleep clothing that complies with CPSC standards (such as: footed

pajamas and/or infant sleep sacks); and

- m. Other items the child(ren) might need.

6. **Prevent misuse of the services outlined in this Contract:**

The Contractor shall:

- a. Ensure that the services outlined under this contract are not used for the purpose of routine or regular babysitting, daycare, or child care.
- b. Allow each direct care staff member to bring a maximum of one of their own child(ren), 11 years of age or younger, to the facility while the direct care staff member is on shift so long as the child's presence does not affect the Contractor's ability to accommodate requests for services from community families in need, DHS/DCFS, or law enforcement. When a Staff member brings a child to work with them, the staff member's child shall:
 - (1) Be counted in the staff-to-child ratio;
 - (2) Be counted in the facility's capacity limits; and
 - (3) Not be counted in ARCH data.
- c. Not allow non-direct-care staff members to bring their own children, to the facility while on shift.
- d. Not allow staff members to bring their own children who are 12 years of age or older to stay with them at the facility while working in the facility.
- e. If a staff member who is not on shift needs planned respite or crisis care services, it can only be on a short term basis.

I. **PERSONNEL FILE REQUIREMENTS:**

The Contractor shall maintain a personnel file, electronic or paper, for each employee, subcontractor, intern, and type B volunteer. Personnel files shall contain the following minimum information:

- 1. Employment application (or the equivalent for interns and volunteers);
- 2. Previous and current background screenings;
- 3. A copy of professional license (if applicable);
- 4. The DHS "provider code of conduct certificate of understanding and compliance" signed by the employee, subcontractor, intern, or volunteer annually;

5. A copy of First Aid and CPR certification documents (if applicable);
6. A copy of food handler's permit (if applicable);
7. Training hours (pre-service and annual); and
8. Annual performance review(s).

J. USE OF CLIENT IDENTIFYING INFORMATION AND ELECTRONIC MEDIA:

1. Client identifying information is confidential. The Contractor shall ensure its staff, board members, volunteers, and subcontractors comply with all confidentiality requirements described in this Contract.
2. The Contractor shall safeguard and shall not release Client information to social networking mediums or other public forums except as allowed below.
 - a. If the Client is eighteen years of age or older, the Contractor shall obtain written permission from the Client prior to any images or information regarding the Client being used in social networking mediums or other public forums.
 - b. If the Client is seventeen years of age or younger, the Contractor shall obtain written permission from the child's parent prior to any images or information regarding the child being used in social networking mediums or other public forums. If the child is in the custody of DHS/DCFS, the Contractor shall work with the child's Case Manager to obtain written permission from the child's parent.
 - c. If the Client is eight years of age or older and has the mental capacity to understand, the Contractor shall also obtain written permission from the Client prior to any images or Client information being used in social networking mediums or other public forums.
 - d. When written permission which would allow the Contractor to use Client information or images in a public forum is obtained, the images shall only contain the Client's first name and NOT identify the Client as a Client of the Contractor, DHS Client, or foster child.
 - e. The Contractor shall only share general information regarding the Client. No information may be shared that is case specific or that informs other parties of DHS involvement or the Client's treatment issues or history.

K. PEER REVIEW:

The purpose of the peer review is to improve the Contractor's program through continuous quality improvement. The peer review process is an opportunity for the Contractor to develop a supportive relationship with colleagues and learn from one another so that families receive the best services possible. For additional information regarding the peer review process, the

Contractor can refer to <http://www.friendsnrc.org/peer-review>.

The Contractor shall:

1. Participate in a minimum of one peer review annually.
2. Perform a peer review with another Contractor offering similar programs.
3. Have a peer review team in place within six months of the Contract start date. The peer review team shall include, from each of the participating Contractors, a minimum of:
 - a. One direct care staff;
 - b. One board member or one administrative staff; and
 - c. One parent who has used the Contractor's services within the last 36 months.
4. Prepare an internal self-evaluation in preparation for the peer review and share the self-evaluation with the peer review team at the beginning of the peer review.
5. Ensure the peer review process does not include any identifiable information of Clients; this is a program review only.
6. Ensure each peer reviewer annually signs a confidentiality agreement prior to participating in peer review(s). The Contractor shall include a signed confidentiality agreement for each reviewer at the end of the peer review report.
7. Document the following information for each member of the peer review team:
 - a. Full name;
 - b. Which contractor they are from;
 - c. The category they represent (direct care staff, board member, administrative staff, or parent);
 - d. Their professional title (when applicable); and
 - e. Their contact information (phone, e-mail, and mailing address).
8. Evaluate a minimum of four of the following suggested topics during each year's peer review:
 - a. Logic model;
 - b. Family events;
 - c. Partnering with parents;

- d. ARCH;
 - e. Meeting the community's needs;
 - f. Recruitment, training, and retention of paid staff;
 - g. Handling high volume times;
 - h. Programming activities;
 - i. Helping Clients find and utilize additional resources;
 - j. Adoption respite, if the Contractor offers adoption respite services; and/or
 - k. Any other topic related to the services described in this Contract.
- 9. Have the peer review team prepare a peer review report for each participating contractor. The peer review report shall summarize the findings of the peer review for that contractor, document the members of the peer review team, and include a signed confidentiality agreement for each member of the peer review team.
 - 10. Not be required to travel for the peer review; telephone conference calls, e-mails, and other methods of electronic communication may be used if traveling would be burdensome to the peer review team.
 - 11. Be permitted to count a peer review through a provider association towards this Contract's annual peer review requirement as long as the association's peer review process meets all required elements listed above.

L. ABUSE, NEGLECT, AND DEPENDENCY REPORTING AND INVESTIGATIONS:

1. Mandatory reporting of suspected abuse, neglect, or dependency:

The Contractor shall:

- a. Immediately report all suspected cases of child abuse, neglect, or dependency to the nearest peace officer, law enforcement agency, or DHS/DCFS Centralized Intake number (855) 323-3237, in accordance with Utah Code § 62A-4a-403 and all other applicable State and Federal laws.
- b. Not restrict any individual who has reason to believe that a child has been subjected to abuse or neglect, or who observes a child being subjected to conditions or circumstances which would reasonably result in abuse or neglect, from immediately notifying the nearest peace officer, law enforcement agency, or DHS/DCFS Centralized Intake number (855) 323-3237.
- c. Prohibit staff from attempting to investigate any suspected cases of abuse,

neglect, or dependency.

2. Child Protective Services (CPS) investigations:

The Contractor shall:

- a. Cooperate with investigators conducting the CPS investigation when an allegation of child abuse, neglect, and/or dependency is made against the Contractor or any of the Contractor's staff, subcontractors, interns, or volunteers.
- b. Immediately suspend further contact between an alleged perpetrator and any Child(ren) until a CPS investigation is completed and a determination made regarding the allegation.
- c. Keep knowledge of a CPS investigation confidential.
- d. Send a written notification to DHS/OL and the DHS/DCFS Background Screening Coordinator within one business day from the time the Contractor becomes aware that an allegation of child abuse, neglect, or dependency has been supported against the Contractor or any of the Contractor's staff, subcontractors, interns, and/or volunteers.
- e. Comply with all determinations made by DHS/DCFS in regards to current placement of child(ren) and other safety provisions.

M. REPORTING REQUIREMENTS:

1. General reporting requirements:

The Contractor shall ensure:

- a. Quarterly reports are named according to the State of Utah fiscal year:
 - (1) 1st quarter is July 1 to September 30;
 - (2) 2nd quarter is October 1 to December 31;
 - (3) 3rd quarter is January 1 to March 31; and
 - (4) 4th quarter is April 1 to June 30.
- b. Quarterly reports are submitted to the person(s) specified in each specific service description's specific reporting requirements section no later than a maximum of 30 days after the end of each quarter.
- c. Annual reports are named according to the State of Utah fiscal year (July 1 to June 30).

- d. Annual reports are submitted to the person(s) specified in each specific service description's specific reporting requirements section no later than a maximum of 30 days after the end of each fiscal year.
- e. Quarterly and annual report requirements for any year in which any services were provided shall survive the termination of this Contract at no additional cost to DHS/DCFS.
- f. Data regarding number of child(ren), adult(s), and families served are unduplicated.

For example, when a report(s) ask for an unduplicated number of children served, this means for whatever time period each report is for, each child will only be accounted for once. If one child is in care twice per month in January, February, March, and April, that child shall be counted once, and only once, in each of the following reports: the January-March quarterly report; the April-June quarterly report; and the annual report.

When reporting on the unduplicated number of child(ren), adult(s), or families served, the child, adult, or family must utilize direct care services in order to be counted. For example: if a given family only attends family events and does not use any other services, they shall not be counted in the reports.

2. **Peer Review reporting requirements:**

The Contractor shall submit a peer review report to the DHS/DCFS Prevention Program Administrator no more than thirty days after the completion of the annual review. The peer review report shall contain each of the items outlined in the peer review section above.

N. **BILLING:**

- 1. The Contractor shall not collect any fees from Clients served under this Contract for services provided pursuant to this Contract.
- 2. If the Contractor includes in their reimbursement request(s) mileage related to services provided pursuant to this Contract, the maximum the Contractor can be reimbursed is the rate the State of Utah pays state employees for personal vehicle use (available at <http://fleet.state.ut.us/menu-state-travel/menu-in-state-travel.html>).

SECTION II: CRISIS RESPITE CARE (CRP)

A. **SPECIFIC SERVICE REQUIREMENTS:**

The Contractor shall:

- 1. Provide a safe and supportive environment for children as well as a non-threatening,

non-punitive resource for parents and caregivers;

2. Provide temporary care for children to prevent abuse, neglect, and dependency by their parents or caretaker;
3. Be available to accept children at any time, day or night, in order to relieve a potential or existing emergency in the family;
4. Be used to help preserve the family unit and support family stability; and
5. Notify by email the DHS/DCFS Region Director or designee when a single crisis respite nursery service occurrence exceeds 72 hours. Stays beyond 72 hours shall be handled by the Contractor on a case by case basis according to the Contractor's internal policies and procedures.

B. POPULATION SERVED:

The Contractor shall serve children, ages 0-11 years of age. The Contractor shall be prepared to refer families with children 12 and older to other community resources.

C. CRISIS RESPITE NURSERY CLIENT FILES:

The Contractor shall maintain a client file, electronic or paper, for each family served at the crisis respite nursery that includes a minimum of the following:

1. Parent(s)' name;
2. Parent(s)' date of birth;
3. Parent(s)' address;
4. Parent(s)' phone number(s);
5. Parent(s)' e-mail address;
6. Parent(s)' marital status;
7. Photocopy or picture of parent(s)' photo identification;
8. Copies of any documents regarding verification of parentage and/or custody (if provided by the parent);
9. Number of child(ren);
10. Name of each child;
11. Birth date of each child;

12. Gender of each child;
13. Known allergies, medications, and other medical conditions of each child;
14. Emergency contact information;
15. Dates of each admission;
16. A list, signed by the parent(s), of people who have permission to pick-up the child(ren);
17. Information regarding any known needs the child(ren) are likely to have during the night, if the children will be sleeping at the facility;
18. A statement, signed by the parent(s), confirming the parent(s) have received a copy of the Contractor's rules and disclosures; and
19. A check-mark box option filled out by and signed by the parent(s), accepting or declining participation in statistical data collection (ARCH).

D. **ADMISSION AND DISCHARGE:**

The Contractor shall admit families who voluntarily bring their children (ages 0-11 years of age) to any of the crisis respite nursery sites for a variety of reasons.

1. **Parental Consent:**

The Contractor shall:

- a. Obtain the written consent of the parent designating any other individual that may sign the child in or out;
- b. Have a sign in and sign out sheet(s) in each family's client file;
- c. Not accept a child without the parent's signature on the sign-in sheet; and
- d. Ensure each sign-in/out sheet is **kept confidential**, including new parents signing their child(ren) in and out.

2. **Admission of first time Clients:**

- a. When the parent(s) drop-off their child(ren) for the first time:

Before the crisis respite nursery accepts the child(ren), the Contractor shall:

- (1) Collect from the parent(s):
 - (a) Full names of the parent(s) and the child(ren);

- (b) Parent's contact information;
 - (c) A list, signed by the parent(s), of who is authorized to pick up the child(ren); and
 - (d) Information regarding any special needs of the child(ren) (such as allergies, medications, and medical conditions);
- (2) Create sign-in/out sheet(s) for the family's client file and have the parent(s) sign the child(ren) in; and
 - (3) Give the parent(s) a paper copy of the Contractor's rules and disclosures and have the parent(s) sign a statement that they have received the document.
- b. When the Parent(s) pick up the child(ren):

The Contractor shall:

- (1) Ask to see the picture identification of the person and verify they are on the list of persons approved to pick up the child(ren);
- (2) Collect, from the parent(s), the information required for the family's client file;
- (3) Explain to the parent(s) that the Contractor collects non-identifying statistical data and demographic data for State and Federal statistical reports;
- (4) Select the appropriate ARCH form(s) based on the type of services the parent(s) used;
- (5) Ask the parent(s) to provide their statistical and demographic data using the ARCH form(s); and
- (6) Have the parent(s) sign the child(ren) out.

3. **Admission of repeat Clients:**

- a. When the parent(s) drop-off the child(ren):

The Contractor shall:

- (1) Have the parent(s) sign the child(ren) in; and
- (2) Have the parent(s) verify the information in the family's client file is still accurate.

b. When the parent(s) pick up the child(ren):

The Contractor shall:

- (1) Ask to see the picture identification of the person and verify they are on the list of persons approved to pick up the child(ren);
- (2) Select the appropriate ARCH form(s) based on the type of services the parent(s) used;
- (3) Ask the parent(s) to provide their statistical data using the ARCH form(s); and
- (4) Have the parent(s) sign the child(ren) out.

E. **ARCH DATA COLLECTION REQUIREMENTS:**

1. **Parent(s) who participate in the ARCH data collection:**

The Contractor shall:

- a. Use ARCH for every parent that uses the crisis respite nursery (crisis respite care, planned respite, and/or supplemental care).
- b. Conduct a follow-up phone call within five business days to get the ARCH information from the parent(s) any time the child(ren) are picked up by someone other than a parent and/or if the parent does not have the time to provide the information at the time of pick-up.
- c. Ensure the data gets into the ARCH database within three business days from the time the parent provides the information. The Contractor may collect ARCH data in different ways (such as: having the parent data enter their data directly into the database, having the parent fill out paper ARCH forms, or collecting the data from the parent over the phone) so long as the data gets into the ARCH database.
- d. Ensure ARCH information is collected on the correct ARCH form(s) as specified in the ARCH Evaluating and Reporting Outcomes manual. The “regular intervals” referenced in the ARCH manual for planned respite and supplemental care evaluations (the PR2 form) shall be quarterly.

2. **Parent(s) who refuse to participate in the ARCH data collection:**

The Contractor shall:

- a. Have the parent(s) sign a “Refusal to Participate” statement, if the parent(s) are unwilling to provide their statistical and demographic data. Under the refusal statement, there shall be a few blank lines where the parent(s) shall write their

reason(s) for refusal.

- b. Ask the parent(s) if a nursery staff member can follow up with them by phone at a better time, if the reason for the refusal was because the parent(s) didn't have the time to provide the ARCH information. If the parent(s) agree, the Contractor shall follow up by telephone within five business days and get the ARCH information from the parent(s) over the phone.
- c. Document refusals for the Contractor's annual report and keep the signed refusal statement in the family's client file.

F. **INCIDENT NOTIFICATION AND REPORTING:**

The Contractor shall communicate, in writing, with the parent when an incident has occurred. If the parent is not the person picking up the child, the Contractor shall communicate the incident to both the parent and the person picking up the child. If, according to the Contractor's internal policies and procedures, the severity of the incident justifies calling the child(ren)'s parent(s) immediately, the Contractor shall use all means available and multiple attempts, in accordance with the Contractor's internal policies and procedures, until the Contractor speaks directly to the parent(s).

G. **FAMILY EVENTS:**

The purpose of these events is to promote parent leadership and build protective factors with the families the Contractor serves and with families in the community.

The Contractor shall:

1. Host family events a minimum of four times per fiscal year. The frequency of these four family events shall be no more often than once every thirty calendar-days.
2. Host a minimum of two of these family events per year at a day and time where parents who work Monday through Friday from 8:00 AM to 5:00 PM can attend without missing work.
3. Document the date each family event was held and the number of families that attended.

H. **COMMUNITY AWARENESS / OUTREACH SERVICES:**

The Contractor shall:

1. Serve as a clearinghouse for information regarding family support services for the prevention of child abuse, neglect, and dependency in the community in which it is located.
2. Offer public services, such as: booths at public functions, giving lectures, and media presentations. The Contractor shall perform these public services a minimum of once per year.

3. Conduct outreach to high risk populations by participating in community health fairs; marketing in local health department offices; Women, Infants and Children (WIC) offices; child care centers; hospital maternity wards; drug treatment centers; and other locations in the Contractor's geographical area. These outreach efforts shall be included in the Contractor's annual budget. The Contractor shall perform outreach to high risk populations a minimum of once per year.
4. Conduct outreach to organizations that are relevant community partners (such as local libraries, schools, pediatricians offices, child care training programs, parent teacher organizations, support groups, etc.) to ask them to inform their staff members, and clientele of the services available through this Contract. The Contractor shall perform outreach to community partners a minimum of once per year. These efforts shall include but are not limited to:
 - a. Sending an annual e-mail to relevant community partners;
 - b. Asking community partners to post a flyer in their office; and
 - c. Offering to come present on the Contractor's services.
5. Document all community awareness and outreach services for the annual report.

I. PARTNERING WITH PARENTS AND PARENTING ORGANIZATIONS:

The Contractor shall partner with parents in the community and promote parent leadership. As a means of achieving this goal, the Contractor shall:

1. Have a minimum of two parents on the Contractor's Board.
2. Include at least one parent in the peer review process.
3. Develop a process on how the Contractor will recruit, engage, train, and retain parent partners.
4. Build and maintain professional relationships with local and/or national parenting organizations [such as: Parent Teacher Associations (PTA's), parenting support groups (such as Mothers of Preschoolers), etc.].

J. CRISIS RESPITE NURSERY REPORTING REQUIREMENTS:

1. **Quarterly and annual reports for State and Federal reporting purposes:**

The Contractor shall:

- a. Prepare quarterly and annual reports generated from the ARCH database in the ARCH form format and submit to the DHS/DCFS Regional Contract Coordinator and the Prevention Program Administrator.

- b. Prepare and submit to the DHS/DCFS Prevention Program Administrator, the DHS/DCFS Regional Contract Coordinator, and the DHS/DCFS Grants Program Manager, quarterly and annual reports, on the National Child Abuse and Neglect Data System (NCANDS) form, showing the unduplicated number of:
 - (1) Children served;
 - (2) Adults served; and
 - (3) Families served.
- c. Provide any additional reports, when requested by DHS/DCFS.

2. Annual report for DHS/DCFS:

The Contractor shall prepare and submit to the DHS/DCFS Prevention Program Administrator an annual report which shall include the following minimum elements and information:

- a. An unduplicated number of children served during the year;
- b. An unduplicated number of adults served during the year;
- c. An unduplicated number of families served during the year;
- d. Number of family events the Contractor hosted during the year and the sum of families that attended these events. (This number may include duplicated families if the same family attended more than one family event during the year);
- e. Total number of service denials in the year and a breakdown of how many denials were for each reason;
- f. The efforts the Contractor made during the year to reach out to high risk populations in the community;
- g. The efforts the Contractor made during the year to reach out to community partner organizations;
- h. The executive summary from the annual peer review;
- i. Statistics related to the after-hours phone line (including incoming calls and outgoing, follow-up calls); and
- j. Number of parent(s) who declined to participate in the ARCH data collection during the year.

K. CRISIS RESPITE NURSERY BILLING REQUIREMENTS:

1. In any given Geographical Area ID number, services shall not be provided at more than two existing locations. If the Contractor is providing services at two locations in a single Geographical Area ID number, the funding allocation for the Geographical Area ID number may be split between the two locations with prior written approval of the DHS/DCFS Prevention Program Administrator and in accordance with the Contract budget.
2. If the Contractor is providing services in more than one Geographical Area ID number, the Contractor may distribute funds according to each Geographical Area ID number's needs with prior written approval of the DHS/DCFS Prevention Program Administrator. The budget shall be amended to reflect any such changes.
3. The Contractor shall be reimbursed for costs associated with crisis respite nursery services solely in accordance with PARTS IV and V of this Contract and the Contractor's attached annual budget(s). Items that are eligible for cost reimbursement under the crisis respite care service code (CRP) include costs incurred associated with the following:
 - a. Providing crisis respite care services;
 - b. Providing planned respite services;
 - c. Providing supplemental care services;
 - d. Hosting family events;
 - e. Providing the telephone hotline crisis intervention information and referral service;
 - f. Partnering with parents and parenting organizations;
 - g. Conducting peer review(s); and
 - h. Community awareness/outreach services.

SECTION III: CRISIS EMERGENCY SHELTER PLACEMENT (CE1, CE2, CE3, and SAD)

A. SPECIFIC SERVICE REQUIREMENTS:

The Contractor shall:

1. Provide temporary out-of-home care for children being removed from their home.
2. Accept children for crises shelter placement for a maximum of fourteen days. An extension of the crisis placement may be approved for up to an additional fourteen days

with the prior written approval of the Contractor's Nursery Director, the DHS/DCFS Prevention Program Administrator, and the DHS/DCFS Foster Care Program Administrator.

B. **SERVICE AREA(S):**

Statewide

C. **POPULATION SERVED:**

The population to be served is child(ren), ages 0-11, in the custody of DHS/DCFS.

D. **INTAKE:**

The Contractor shall obtain, from the DHS/DCFS Case Manager, all intake information required for the child's crisis emergency shelter client file (listed below). The Contractor shall ensure documentation is fully complete before accepting the child(ren) to the shelter.

E. **CRISIS EMERGENCY SHELTER CLIENT FILES:**

The Contractor shall maintain a file, electronic or paper, for each child that includes a minimum of the following:

1. General information about the child including a minimum of the following information:
 - a. Child's name;
 - b. Name and contact information of the child's DHS/DCFS Case Manager;
 - c. Emergency contact information including for the DHS/DCFS Case Manager's local office and supervisor;
 - d. The contact information for the DHS/DCFS Regional Health Care Coordinator
 - e. Date of each admission to the shelter;
 - f. Any known medical history including known allergies and any current medications;
 - g. A list of who may and who may not have contact with or communicate with the child and the means of such contact and/or communication;
 - h. Whether or not the child is a danger to or at risk from their sibling(s) who will also be staying at the facility;
 - i. Whether or not the child may sleep in the same bedroom as their sibling(s) who will also be staying at the facility; and

- j. Any other information applicable to the child's placement.
- 2. The date, time, and method used for the Contractor to notify the DHS/DCFS Case Manager of health care needs as observed by the Contractor's staff during the child's stay.
- 3. **Case records:**
 - a. Child's name and identifying information;
 - b. Discharge summary to include at a minimum:
 - (1) Documentation or notes related to the child's stay;
 - (2) Observations of the child's actions or interactions;
 - (3) Issues or incidents;
 - (4) Behavioral issues as observed by the Contractor's staff during the child's stay; and
 - (5) Overall documentation of the child's stay at the Contractor's facility;
- 4. Staff notes;
- 5. Incident reports; and
- 6. Any additional documentation specific to the child.

F. **CARE AND SUPERVISION:**

The Contractor shall provide 24 hour daily room, board, and supervision in a safe and nurturing environment, including care normally provided by a parent such as general guidance, behavior management, and assisting the child to develop skills appropriate to the child's age and development. Supervision includes caring for the child's physical, mental, and emotional needs, and providing direct oversight and behavioral guidance.

- 1. The Contractor shall bill DHS/DCFS and be reimbursed for care and supervision in accordance with the daily rate(s) in Part IV of this Contract. Contractors shall not be reimbursed for services not pre-approved in writing by the DHS/DCFS Case Manager.
- 2. The daily rate for care and supervision shall include the cost of, and the administrative costs associated with, providing:
 - a. Room and board;
 - b. Meals (based on the United States Department of Agriculture moderate cost food plan);

- c. Supervision;
 - d. Facility-based activities and entertainment;
 - e. Laundry services; and
 - f. Child's phone calls to family.
3. The following costs are not included in the daily rate for care and supervision:
- a. Costs to provide an academic or educational program; and
 - b. Costs which are not allowable under Federal, State, or DHS cost principles.
4. If the Contractor has obtained written approval pursuant to Section II, J, 1 to provide crisis respite care (CRP) services at two facilities in one Geographical Area ID number **and** the Contractor is also providing crisis emergency shelter services, the Contractor shall submit a plan for providing care and supervision to crisis emergency shelter child(ren) on the days where the primary facility does not have regular business hours and the secondary facility does. The Contractor shall obtain written approval of the plan from the DHS/DCFS Prevention Program Administrator and the DHS/DCFS Foster Care Program Administrator prior to providing crisis emergency shelter services.

G. **VISITATION:**

The Contractor shall comply with all Case Manager instructions regarding who may and who may not have contact with or communicate with the child(ren) and the means of such contact and/or communication. The Contractor shall not be required to facilitate visits.

H. **EDUCATION:**

The Contractor shall:

- 1. Comply with all Case Manager instructions regarding the child being prepared for school at a designated time. This includes, but is not limited to, the Contractor: getting the child out of bed, ensuring the child is dressed, ensuring the child's personal hygiene needs have been met, and ensuring the child has eaten a nutritious breakfast;
- 2. Assist with school work outside of the classroom; and
- 3. Have no obligation to provide transportation related to the child's educational needs.

I. **HEALTH, MEDICAL, AND MEDICATION:**

The Contractor shall:

- 1. Comply with all Court Orders and Case Manager instructions regarding the child's

medical needs;

2. Administer all of the child's medications to the child as prescribed. The Contractor shall:
 - a. Use the child's DHS/DCFS medications log to record all attempts to administer medications. The Contractor shall obtain this log from the DHS/DCFS Case Manager. If there is a delay in obtaining this log, the Contractor shall create and use their own log, which shall then be attached to the DHS/DCFS provided log, when it arrives; and
 - b. Notify the Case Manager of the need for a medication refill a minimum of three business days' before the previous prescription will run out;
3. Call 911 if a child has a medical emergency. In such emergencies, the Contractor shall follow all 911 instructions and follow the "incident reporting" instructions in this Contract;
4. Immediately report to the Case Manager and the DHS/DCFS Regional Health Care Coordinator all concerns, as observed by the Contractor's staff, regarding a child's imminent health care needs, routine medical needs, dental needs, optical needs, and/or mental health needs;
5. Immediately report to the Case Manager and the DHS/DCFS Regional Health Care Coordinator if a child's previously reported health concern escalates, subsides, or is not addressed within the time frames outlined in the DHS/DCFS Practice Guidelines;
6. Have no obligation to schedule a child's medical, dental, and/or mental health appointments; and
7. Have no obligation to transport a child to and/or from medical appointments.

J. **PLACEMENT REVIEW:**

If the Contractor has concerns about a child's behavior, a child's needs, and/or the length of time a child has been placed with the Contractor, the Contractor shall request a placement review with the child's DHS/DCFS Case Manager. The Contractor shall invite the Case Manager's supervisor to the placement review meeting.

K. **TRANSITION PLANNING AND DISCHARGE:**

The Contractor shall:

1. Comply with all Case Manager instructions regarding transition planning and helping the child(ren) prepare for their next placement; and
2. Provide a discharge summary (as outlined in the "crisis emergency shelter client files" section of this Contract) to the DHS/DCFS Case Manager at the time each child is

discharged from the Contractor's care.

L. **INCIDENT NOTIFICATION AND REPORTING:**

The Contractor shall intervene in emergency, non-emergency or crisis situations involving the child, and shall provide documentation as required by current **DHS/DJJS Incident Report Reference Guide** (<http://www.hspolicy.utah.gov/jjs>, DHS/DJJS Policy Section 5-15 and 5-15A).

Additionally, the Contractor shall:

1. **Determine the severity of the incident:**

- a. The Contractor shall immediately determine the severity of the incident using the four classifications outlined in the DHS/DJJS incident report reference guide. Missing child(ren), kidnapped child(ren), and/or attempted kidnapping are maximum severity incidents.
- b. If there is disagreement or confusion regarding which severity classification should be used, the Contractor shall follow the notification procedure for the more rigorous severity level and then seek the DHS/DCFS Case Manager's assistance in determining which severity level shall be listed on the incident report.

2. **Notify DHS/DCFS immediately:**

a. A maximum severity incident that involves the death of a child:

The Contractor shall immediately report the death to the DHS/DCFS Region Director and to the local law enforcement. The Contractor shall speak directly to the DHS/DCFS Region Director. A voice mail or email message is not sufficient notification; although a message should be left indicating that notification was attempted.

b. A maximum severity incident that does not involve a death:

The Contractor shall immediately report the incident by telephone to the DHS/DCFS Case Manager.

If the Contractor does not reach the Case Manager directly, the Contractor shall:

- (1) Leave a voice mail indicating that notification was attempted;
- (2) Call the following people in the following order until contact is made with a DHS/DCFS social service worker:
 - (a) The DHS/DCFS Case Manager's supervisor

If the Contractor does not reach the DHS/DCFS Case Manager's supervisor directly, the Contractor shall leave a voicemail and then:

- (b) Depending on the date and time of the incident:
 - i. If the incident occurs during regular business hours, the Contractor shall call the main number for the DHS/DCFS Case Manager's local office and obtain their assistance in contacting the Case Manager or someone in the Case Manager's DHS/DCFS chain of command.
 - ii. If the incident occurs after business hours, the Contractor shall call the DHS/DCFS Statewide Child Protective Services (CPS) 24-hour intake hotline, 1-855-323-3237, and obtain their assistance in contacting the region's on-call worker.

- c. An intermediate severity, minimum severity, or information only incident:

The Contractor shall ensure immediate verbal notification is made directly to the DHS/DCFS Case Manager and follow all other guidelines as outlined in the DHS/DJJS Incident Report Reference Guide.

3. **Document all incidents and notification attempts:**

The Contractor shall:

- a. Document all incidents on an incident report form, maintain the original report in the child's client file, and send a copy to the Case Manager within timeframes required by current DHS/DJJS Incident Report Reference Guide.
- b. Document the date, time, and method of notification to DHS/DCFS, including when the Incident Report was provided to DHS/DCFS.

M. **CRISIS EMERGENCY SHELTER REPORTING REQUIREMENTS:**

The Contractor shall prepare and submit the following reports:

1. **Weekly report:**

When one or more child(ren) are in the care of the Contractor, every Monday (Tuesday in weeks where Monday is a Federal holiday), between the hours of 6:00 AM and 4:00 PM, the Contractor shall send an e-mail to the DHS/DCFS Regional Contract Coordinator or Region designee containing: the names of each child; the number of days each child has been in the Contractor's care; the name of each child's DHS/DCFS Case Manager; and for child(ren) who have left the Contractor's care during the week, the day and time the child(ren) were picked up and by whom.

2. **Quarterly report:**

A statistical record of how many children were cared for by the crisis emergency shelter services, the length of stay for each child, average length of stay, and number of incidents involving crisis emergency shelter child(ren) that occurred during the quarter. This report shall be submitted to the DHS/DCFS Regional Contract Coordinator, the DHS/DCFS Prevention Program Administrator, and the Foster Care Program Administrator.

N. **CRISIS EMERGENCY SHELTER BILLING REQUIREMENTS:**

The Contractor shall submit a monthly invoice in accordance with PARTS IV and V of this Contract. The Contractor shall be paid the DHS established Shelter Administration Payment (SAD) daily rate if the child(ren) reside overnight at the facility, and shall be paid the Crisis Emergency Shelter Placement daily rate contained in the table in PART IV of this Contract. The service level is determined by the DHS/DCFS Case Manager that is placing the child(ren) at the facility using the following service codes / levels:

1. **Crisis Emergency Shelter Placement, Level I (CE1)**

CE1: Children in this level of care may have mild to moderate medical or mental health treatment needs and mild behavior problems.

2. **Crisis Emergency Shelter Placement, Level II (CE2)**

CE2: Children at this level may be physically disabled, developmentally delayed, medically needy or medically fragile, or have a serious emotional disorder (SED).

3. **Crisis Emergency Shelter Placement, Level III (CE3)**

CE3: Children at this level may have severe behavioral, emotional, or medical problems.

4. **Shelter Administration Payment (SAD)**

In addition to the Crisis Emergency Shelter Placement daily rate, the Contractor may bill Shelter Administration Payment (SAD) when the child(ren) are placed at the facility during the hours of 7:00 pm through 7:00 am, **or** legal Federal holidays **or** weekends **and** reside overnight at the facility.

SECTION IV: ADOPTION RESPITE CARE (FAC)

A. **POPULATION SERVED:**

The population to be served is families who have adopted children (ages 0 through 17 years of age) from a public child welfare system. Families are eligible for adoption respite care services for their adopted children, and other children residing with the adoptive family.

B. STAFFING REQUIREMENTS:

The Contractor shall ensure:

1. One or more of the Contractor's staff provides direct in-home adoption respite care services.
2. The Contractor's staff providing direct in-home adoption respite care services shall be a person twenty years of age or older with a minimum of six months of life or professional experience working with children who exhibit challenging behaviors and/or have special needs.
3. The Contractor's staff providing facility-based adoption respite care services shall meet the same requirements listed in Section I, E. "staffing requirements" for direct care staff.

C. TRAINING REQUIREMENTS:

In addition to the training requirements for direct care staff listed in the general requirements section, all direct care staff and/or direct care subcontractors who shall provide adoption respite services shall complete a minimum of ninety minutes of training on the following topics, prior to providing adoption respite services, and annually thereafter:

1. Trauma associated with abuse, neglect, grief, loss and other adoption issues that affect children;
2. Difficult behaviors, such as aggressiveness or sexual reactivity often seen in children adopted from a public child welfare system who have experienced trauma associated with abuse, neglect, grief, loss, and adoption issues; and
3. The skills and knowledge needed to work with parents of adopted children.

D. SPECIFIC SERVICE REQUIREMENTS:

The Contractor shall:

1. Provide scheduled hourly in-home respite care for families who have adopted children from a public child welfare system. The Contractor may also provide facility respite care to better serve multiple adoptive families at times that are highly requested such as Friday or Saturday evenings. Respite care services shall be provided in order to promote stability and permanency for the adopted child(ren) and their families.
2. Offer and provide adoptive families with other services offered and provided to non-adoptive families in the community by the crisis respite nursery.
3. Log all requests for adoption respite requests.

- a. This log shall include:
 - (1) Name of the family making the request;
 - (2) County in which the family lives;
 - (3) Date the request was made;
 - (4) Date(s) for which the services were requested; and
 - (5) Whether or not the Contractor was able to accommodate the request(s);
 - (a) If services were provided, the delivery method (such as in-home, facility based, or group care for ages 11 years and younger at an adoption related event); or
 - (b) If services were not provided, the reason why.
 - b. A copy of this log shall be included in the quarterly and annual report(s).
4. Coordinate with the adoptive family to determine the adoptive family's respite care needs. The Contractor shall provide hourly adoption respite care services to the adoptive family up to 12 hours at a single time.
 5. Prior to providing adoption respite care services, meet with the adoptive parents. At this meeting, the Contractor and the parent(s) shall discuss:
 - a. The adoptive child's and other children's care needs:

The Contractor shall be familiar with any challenging behaviors or special care needs to gain an understanding of how to work with each child.
 - b. A minimum staff-to-child ratio for the family:

The Contractor and the parent(s) shall agree upon a minimum staff-to-child ratio for the family. At no time shall the staff to child ratio exceed the following:

 - (1) When the family has zero, one, or two children under the age of two:

One staff member to a maximum of eight children (ages 0-11); or
 - (2) When the family has three or more children under the age of two:

One staff member to a maximum of six children (ages 0-11).
 6. Provide in-home adoption respite services identified in the following Table 1:

Geographical Area ID #	DHS/ DCFS Region	Provide in-home serves to the following counties:	Annual MINIMUM CAPACITY for number of families served	Annual MINIMUM CAPACITY for hours of <u>in-home</u> respite services	Annual MAXIMUM hours of <u>facility- based</u> respite services	Annual MINIMUM CAPACITY for <u>total hours</u> of respite service
8	Western	Utah	25	1,000	250	1,250

- a. The Contractor shall provide in-home respite care services in the home of the adoptive family in the counties listed above.
 - (1) The adopted child and any other children (ages 0 - 17) who reside in the home with the family shall be cared for by the Contractor's in-home adoption respite care staff.
 - (2) For surrounding counties, the Contractor shall not be required to provide in-home respite care but may at the Contractor's discretion, based on available resources.
 - b. The Contractor's facility has the option to, but is not required to, provide respite care to children age 11 years and under to meet adoptive families' unique needs (such as providing recreational experiences and supervised activities for several adopted children and their siblings on a Friday or Saturday evening to allow a date night for adoptive parents). There shall be a minimum 1:4 direct care staff-to-child ratio at all times for children (ages 0-11).
 - c. Group care for children age 11 years and under at an adoption related event shall be counted as facility-based hours. There shall be a minimum 1:4 direct care staff-to-child ratio at all times for children (ages 0-11).
 - d. When an adoptive family lives outside of the specified county boarder and requests adoption respite services, the Contractor shall, subject to capacity limits, provide facility-based respite services for children (ages 0-11) during the facility's regular business hours and/or regular facility based adoption respite hours.
 - e. The Contractor may provide all respite hours as in-home services.
 - f. In each fiscal year, once the Contractor has performed all the hours listed in the "Annual MINIMUM CAPACITY for hours of in-home respite services" column (in the table above), the restriction in the "MAXIMUM hours of facility- based respite services" column shall be lifted.
7. Compile and maintain a current list of local community resources or other options (such as a trusted friend, boy scouts, or a dance program), that could become a respite for the adoptive family to accommodate additional respite care needs.
 8. Promote awareness of the available adoption respite care services through collaboration

with DHS/DCFS post adoption staff, mental health staff, cluster facilitators through the DHS/DCFS Foster Care Contractor, and other partner agencies that provide services to adoptive families.

9. Communicate with the regional DHS/DCFS post adoption worker via phone or in person a minimum of one time per quarter to discuss the respite care usage and if usage is low, to discuss additional promotion of this service. If adoption respite usage is low, the Contractor shall follow all instructions from the regional DHS/DCFS post adoption worker regarding efforts to increase usage (such as attending cluster groups and mailing flyers). The Contractor shall document the date, time, and brief summary of the call for the quarterly report.

E. **INCIDENT NOTIFICATION AND REPORTING:**

The Contractor shall communicate, in writing, with the parent when an incident has occurred. If the parent is not the person picking up the child or relieving the Contractor at the end of the adoption respite session, the Contractor shall communicate the incident to both the parent and the next care giver. If, according to the Contractor's internal policies and procedures, the severity of the incident justifies calling the child(ren)'s parent(s) immediately, the Contractor shall use all means available and multiple attempts, in accordance with the Contractor's internal policies and procedures, until the Contractor speaks directly to the parent(s).

F. **ADOPTION RESPITE CLIENT FILES:**

The Contractor shall maintain documentation regarding each adoptive respite care family necessary to provide adoption respite care as well as all direct services provided. The Contractor shall use the ARCH database to track adoption respite care and shall maintain an adoptive respite care file on each family served to include at a minimum:

1. Parents Name;
2. Address;
3. Contact information;
4. Names of the adopted child(ren);
5. Children's names and ages of other child(ren) residing in the home;
6. Specific care needs (i.e. medical, allergies, discipline, behaviors, family rules);
7. Emergency medical information;
8. Emergency contact information;
9. Written consent of the parent designating any other individual that may pick up or drop off the child;

10. Signature of parent;
11. Date and time of services; and
12. Copies of any incident reports.

G. **ADOPTION RESPITE REPORTING REQUIREMENTS:**

The Contractor shall prepare and submit to the DHS/DCFS Adoption Administrator the following reports:

1. **Quarterly report:**

The adoption respite care quarterly report shall include the following minimum information:

- a. A copy of the log of requests received for adoption respite services;
- b. Number of adoptive families served (unduplicated);
- c. Number of adopted youth served (unduplicated);
- d. Number of children served;
- e. Number of in-home adoption respite care visits (unduplicated);
- f. Number of hours of in-home adoption respite care provided;
- g. Number of adoption respite care hours in the facility;
- h. A current list of community resources and other ideas given to adoptive parents that may provide alternate respite care options; and
- i. A copy of the log of quarterly communication between the Contractor and the regional DHS/DCFS post adoption worker regarding adoption respite usage.

2. **Annual report:**

The adoption respite care annual report shall be an unduplicated compilation of information contained in the quarterly reports.

H. **ADOPTION RESPITE BILLING REQUIREMENTS:**

The Contractor shall be reimbursed for costs associated with adoption respite services solely in accordance with PARTS IV and V of this Contract and the Contractor's attached annual budget(s). Items that are eligible for cost reimbursement under the adoption respite care service code (FAC) include costs incurred associated with the following:

1. Providing in-home adoption respite services; and
2. Providing facility-based adoption respite services when costs are not already covered by the crisis respite care service code (CRP).

Service delivery area or address/location where the services will be provided:

Geographical Area ID Number 8

PART III: PERFORMANCE MEASURES AND CLIENT OUTCOMES

The Contractor shall comply with the following objective based performance requirements:

1. **Performance Based Outcome Measures:** The Contractor shall cooperate and collaborate with DHS to assess and determine how closely its program(s) meets known principles of effective interventions based on empirically derived principles.
2. **Client Centered Objectives.** If a program or service covered by this Contract requires the development of client treatment plans, the treatment plans must include individualized treatment objectives that address the assessed needs of the client. The treatment plans must prescribe an integrated program of therapies, activities, and experiences to meet the client's treatment objectives and include reasonable measures to evaluate and ensure the Contractor meets the client's treatment objectives.
3. **Internal Quality Management.** The Contractor is responsible to develop, implement, and maintain an internal quality management system that shall evaluate the Contractor's programs as required in Part II of this Contract, and establish a system of self-correcting feedback that may be externally validated by DHS/DCFS.
4. **Performance Based Outcome Measures:** The Contractor shall cooperate and collaborate with DHS, DHS/DCFS and the University of Utah and its staff (when referred to the Contractor by DHS/DCFS) to assess and determine:
 - a. How closely its program(s) meet known principles of effective interventions using evidence-based practices;
 - b. The effectiveness of the Contractor's program(s) in improving outcomes for DHS Clients; and/or
 - c. The degree to which the Contractor is using evidenced-based practices.

If through this process the Contractor's program is found to be lacking in any of the above areas, DHS/DCFS and/or the University of Utah may, at DHS/DCFS's sole discretion, provide the Contractor with free technical assistance to improve its program's effectiveness

PART IV: PAYMENT TERMS AND BILLING INFORMATION

SECTION A: PAYMENT

Payments made to the Contractor pursuant to the terms of this Contract shall be the Contractor's total compensation for Contract services provided. With the exception of guaranteed payment amounts and cost reimbursement contracts, payments to the Contractor shall be made pursuant to this Contract only if clients are placed with, are referred to, or select the Contractor for services pursuant to this Contract AND only if the Contractor actually provides contract services to the clients.

SECTION B: PAYMENT RATES

The Contractor shall be paid for services provided pursuant to this Contract based on the rates in the following table:

Payment Rate Table

SERVICE TITLE	AGE GROUPS	SERVICE CODE/LEVEL	RATE	UNIT
Crisis emergency shelter placement	Ages 0-5	CE1	\$15.60	Daily
		CE2	\$18.60	
		CE3	\$28.95	
Crisis emergency shelter placement	Ages 6-11	CE1	\$16.60	Daily
		CE2	\$19.60	
		CE3	\$29.95	
Shelter administration payment	Ages 0 -11	SAD	\$71.00	Per Client, per night
SERVICE TITLE	AGE GROUPS	SERVICE CODE	TOTAL CONTRACT AMOUNT (\$) FOR THIS CODE	
Crisis respite care	Ages 0 -11	CRP	\$573,750.00	
			\$ 33,750.00 FY2015	
			\$135,000.00 FY2016	
			\$135,000.00 FY2017	
			\$135,000.00 FY2018	
			\$135,000.00 FY2019	
SERVICE TITLE		SERVICE CODE	TOTAL CONTRACT AMOUNT (\$) FOR THIS CODE	
Contract adoption promotion and support services		FAC	\$106,250.00	
			\$ 6,250.00 FY2015	
			\$ 25,000.00 FY2016	
			\$ 25,000.00 FY2017	
			\$ 25,000.00 FY2018	
			\$ 25,000.00 FY2019	
		TOTAL:	\$680,000.00	

SECTION C: BILLING REQUIREMENTS

1. **BILLING FOR CONTRACT SERVICES:** To obtain payment from DHS for the services provided pursuant to this Contract, the Contractor shall submit to DHS/DCFS the billing form specified below for its authorized services:

Both Unit of Service and Cost Reimbursement Contracts:

- a. Contractor shall use the DHS 520 Billing Form, or other billing form provided by DHS/DCFS, to bill for the following services which shall be reimbursed on a unit of service basis:

The Contractor shall bill DHS/DCFS only for actual units of service delivered, and shall maintain records that adequately support the delivery of such services.

- b. Contractor shall use the Cost of Service Billing Form to bill for the following services which shall be reimbursed on a cost reimbursement basis:

ADOPTION RESPITE CARE (**FAC**)
CRISIS RESPITE CARE (**CRP**)

Contractor shall apply the federal, State, and DHS cost principles referred to in Part V ("Cost Accounting Principles and Financial Reporting Requirements"). The Contractor shall bill DHS/DCFS only for actual costs allowable under federal, State and DHS cost principles and shall maintain records that adequately support the service costs billed by the Contractor were necessary, reasonable, allowable, properly allocated, and actually incurred.

In instances where it is difficult to establish rates due to a lack of cost data, DHS, at its discretion, may adjust the negotiated cost reimbursement rates up or down during the contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. DHS may make such a rate adjustment retroactive to the beginning of the contract. Cost reimbursement rates for contracts awarded as a result of a competitive procurement process may not be adjusted or changed during the term of the Contract, except in accordance with the terms of the procurement.

2. **PAYMENT OPTIONS FOR RESIDENTIAL CARE SERVICES:**

- a. **Client Absences:** If Part II of this Contract ("Scope of Work and Special Conditions") states that the Contractor may receive payment for client absences from a residential placement the Contractor shall include appropriate information in the client's records (such as the reason for the client's absence and the client's whereabouts during the absence). In addition, if Part II of this Contract requires the Contractor to obtain written approval from DHS/DCFS in order to obtain payment

for a client's absence, the Contractor shall include a copy of such approval in the client's file.

Payment for client absences from a residential placement is prohibited in the following situations: (1) The client has left the Contractor's residential program and there is no plan to return the client to the Contractor's residential program and, therefore, no need to hold the slot; or (2) the standard rate already includes a factor for absences.

- b. **Billing for First and Last Days:** DHS/DCFS will reimburse the Contractor for both the first and last days of service for clients in residential care. The level of compensation for the first and last days of service is specified in the Payment Rate Table above.
- 3. **BILLING PERIODS AND DEADLINES:** DHS may delay or deny payment to the Contractor for billings or claims for services that do not meet the billing deadlines outlined below.
 - a. **Contractor Billing Period:** The Contractor's billing period is Monthly.
 - b. **Ongoing Billings:** The Contractor shall submit all billings and claims for services rendered during a given billing period within twenty (20) days after the last date of that billing period, **EXCEPT** that the Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year pursuant to paragraph c. below.
 - c. **State Fiscal Year-End Billings:** The State Fiscal Year is from July 1st through June 30th. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year **no later than July 14th** of the following fiscal year, regardless of the Contractor's billing period or the expiration or termination date of this Contract.
 - d. **Final Contract Billings:** The Contractor shall submit all final billings under this Contract within 14 days of expiration or termination of the Contract, regardless of the Contractor's billing period.

SECTION D: ADDITIONAL REQUIREMENTS

- 1. **UNIFORM BILLING PRACTICES:** The Contractor guarantees that the amounts it charges for services to Clients pursuant to this Contract shall not be higher than the amounts the Contractor charges others for comparable services.
- 2. **NO IMPOSITION OF FEES:** The Contractor shall not charge clients for any services provided pursuant to this Contract, except as expressly authorized in Part II of this Contract.
- 3. **SUPPORTING DOCUMENTATION:** The Contractor shall maintain the documentation necessary to support the services and/or costs billed by the Contractor and shall submit such

documentation with the billings if requested. The Contractor shall store and file required documentation in a systematic and consistent manner.

4. **QUESTIONED COSTS:** DHS may consider any billing by the Contractor to be a questioned cost if the billing is not supported by proper documentation verifying that the amounts billed for services provided or costs incurred pursuant to this Contract were actually provided or incurred in accordance with Contract provisions.
5. **THIRD-PARTY RESOURCES:** In addition to funds received from DHS, various other sources of funding, including Medicaid and private insurance, may be available to the Contractor for services delivered pursuant to this Contract. Income from other state, federal and county programs may also be available. All sources of funding other than funding received from DHS are referred to below as "third-party resources."
 - a. **Principles and Requirements:** Where third-party resources are available, the parties are bound by the following principles and requirements:
 - (1) The Contractor shall not obtain duplicate recovery from DHS and third-party resources for services delivered pursuant to this Contract.
 - (2) Except as specified in subsection b. below ("Exceptions to the Foregoing Principles and Requirements"), the Contractor shall seek payment from third-party resources for services delivered pursuant to this Contract.
 - (3) Upon successful recovery of funds from third-party resources, Contractor shall reimburse DHS for the full amount of the recovery.
 - (4) If the amount of the recovery is greater than the amount that the Contractor received from DHS for the service(s) covered by the recovery, the Contractor is required to reimburse DHS only for the actual amount that the Contractor received from DHS for the service(s) covered by the recovery.
 - b. **Exceptions to the Foregoing Principles and Requirements:**
 - (1) *Medicaid Enhancement; Home and Community-Based Services.* If the Contractor has opted to have DHS/DCFS bill Medicaid on its behalf, the Contractor shall not seek reimbursement from Medicaid if the client is eligible for Medicaid Enhancement or for Home and Community-Based Services. Instead, DHS/DCFS will pay Contractor for services delivered, and DHS/DCFS will bill the third-party resources directly, and the DHS Office of Recovery Services or Medicaid will then pursue reimbursement for amounts that DHS/DCFS paid to Contractor for such services.
 - (2) *No "Incentive Amount" for Cost Reimbursement Contracts.* No Incentive Amount is envisioned for cost reimbursement contracts. In such cost reimbursement contracts, the Contractor may bill DHS/DCFS for the cost of collecting from third-party resources only if the Contractor provides DHS/DCFS with adequate documentation to show that the costs were

necessary, reasonable and actually incurred by the Contractor. The Contractor shall maintain financial records to support such costs for auditing purposes.

6. **REDUCTION AND UNDERUTILIZATION OF FUNDS:**

- a. If the State becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds or unavailability of funds, which would render the Contractor's delivery or performance under this Contract impossible, or unnecessary, DHS may terminate this Contract in whole or in part. If the legislature does not appropriate funds for paying the State's obligations on this Contract, or if funding to the State is reduced due to an order by the Governor, or is required by State law, or if Federal funding (when applicable) is not provided, or requires any return or "giveback" of funds required for the State to continue payments or if the Executive Branch mandates any cuts or holdbacks in spending, or if the Executive Director of DHS decides to reduce the payments pursuant to this Contract, DHS may terminate this Contract or proportionately reduce the services required by this Contract and the amounts to be paid by DHS to the Contractor for such services.
- b. If DHS determines that the Contractor is significantly underutilizing funds, DHS may, at its option, reduce the amount of funding under this Contract. DHS shall give the Contractor notice of any such reduction. Notwithstanding the foregoing, DHS shall reimburse the Contractor in accordance with the original provisions of this Contract for all services performed before the effective date of the reduction.

SECTION E: CONTRACTOR MATCH REQUIREMENTS

1. **MATCHING FUNDS:** Matching funds are not applicable to this Contract.
2. **NON-FEDERAL MATCH:** If this Contract requires a non-federal match, the match shall comply with the provisions of Title 45 of the Code of Federal Regulations, Part 74. Other funding sources may require different non-federal match amounts, as shown above.

PART V: DEFINITIONS, COST PRINCIPLES, ACCOUNTING, AND FINANCIAL REPORTING REQUIREMENTS

SECTION A: DEFINITIONS

The following definitions are provided for the Contractor's convenience and so that the Contractor may comply with its federal, State, and DHS financial reporting requirements:

1. **"AICPA"** means American Institute of Certified Public Accountants.
2. **"Audit"** means an examination that:
 - a. Analyzes the accounts of all officers of the entity having responsibility for the care, management, collection, or disbursement of money belonging to it or appropriated by law or otherwise acquired for its use or benefit;
 - b. Is performed in accordance with generally accepted government auditing standards ("GAGAS"); and
 - c. Conforms to the uniform classification of accounts established or approved by the state auditor or any other classification of accounts established by any federal government agency.
3. **"Audit Report"** includes:
 - a. The financial reports presented in conformity with generally accepted accounting principles ("GAAP");
 - b. The auditor's opinion on the financial reports;
 - c. A statement by the auditor expressing positive assurance of compliance with state fiscal laws identified by the state auditor;
 - d. A copy of the auditor's letter to management that identifies any material weakness in internal controls discovered by the auditor and other financial issues related to the expenditure of funds received from federal, state, or local governments to be considered by management; and
 - e. Management's response to the specific recommendations.
4. **"Compilation"** means information presented in the form of financial statements prepared in conformity with GAAP that are the representation of management without the accountant undertaking to express any assurances on the statements.
5. **"Federal Clearinghouse"** means the federal clearinghouse designated in OMB Circular A-133.

6. **"Federal Funds"** is as defined in OMB Circular A-133.
7. **"Financial Reports"** include audits, reviews, compilations, statements of functional expenses, balance sheets, income statements, statements of cash flow, or the preparer's notes to the financial reports.
8. **"Fiscal report"** means providing information detailing revenues and expenditures of all funds using forms provided by the state auditor.
9. **"GAAP"** means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards).
10. **"GAAS"** means Generally Accepted Auditing Standards, issued by the AICPA.
11. **"GAS/GAGAS"** means Government Auditing Standards, issued by the Comptroller General of the United States (also known as "Yellow Book" standards). GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). GAGAS incorporates the generally accepted standards issued by the AICPA.
12. **"Government Funds"** means funds that a contractor receives from a combination of government sources, including federal awarding agencies, state appropriations and other local governments. All of the funds paid to the Contractor pursuant to this Contract are considered "Government Funds" for purposes of determining the Contractor's financial reporting requirements.
13. **"Management Letter"** means the auditor's notes and recommendations to the Contractor's management personnel subsequent to a fiscal audit.
14. **"OMB"** means the federal Executive Office of the President, Office of Management and Budget.
15. **"OMB Circular"** means a publication issued by the OMB that sets forth federal cost accounting and auditing requirements.
16. **"Pass-Through Entity"** means an entity that receives federal funds and then passes those funds through to subrecipients.
17. **"Program-Specific Audit"** means an audit of one specific federal program, using GAGAS standards, as described in OMB Circular A-133.200(c) and A-133.235.
18. **"Questioned Costs"** means costs that are questioned by the auditor because of audit findings, including but not limited to findings:
 - a. Which result from a violation or possible violation of a provision of law, regulation, contract, grant, cooperative agreement, or other agreement or document governing the use of State or federal funds, including funds used to match federal funds;

- b. Where the costs, at the time of the audit, are not supported by adequate documentation; or
 - c. Where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.
19. **"Reporting Package"** means the auditor's package of financial reports as defined in OMB Circular A-133, and includes Financial Reports and Schedule of Expenditures of Government Funds, Summary Schedule of prior audit findings, auditor's report(s), and corrective action plan.
20. **"Review"** means performing inquiry and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial reports for them to be in conformity with GAAP.
21. **"Single Audit"** means an audit using GAGAS standards, as described in OMB Circular A-133.500, which includes both the Contractor's financial reports and its federal awards.
22. **"Statement of Functional Expenses"** means a breakdown of administrative expenses and expenses attributed to actual program services on a program-by-program basis.
23. **"Subrecipient"** is as defined in OMB Circular A-133.
24. **"SULCAG"** means the State of Utah Legal Compliance Audit Guide issued by the State Auditor's Office.
25. **"Summary Schedule"** means a summary listing of all Audit Findings reported in the prior annual audit, and includes the Summary Schedule reported in the prior annual audit, except Audit Findings listed as corrected.

SECTION B: COST PRINCIPLES AND ACCOUNTING REQUIREMENTS

1. **APPLICABLE COST PRINCIPLES:** The Contractor shall comply with the federal cost accounting principles applicable to the Contractor's type of business organization regardless of the source of contract funding. Federal cost accounting principles determine allowable costs in DHS contracts as described in circulars published by the OMB, including, but not limited to, OMB Circulars A-87 and A-122. *'For-profit' organizations shall follow the federal cost accounting principles for 'non-profit' organizations.* The Contractor shall also comply with the following cost principles:
- a. Division of Purchasing and General Services (State Purchasing) cost principles. The following is a link to State Purchasing's cost principles:

<http://www.rules.utah.gov/publicat/code/r033/r033-007.htm>
 - b. DHS cost principles. The following is a link to the DHS cost principles:

http://www.hsofo.utah.gov/files/cost_principles/DHS%20Cost%20Principles.pdf

2. **CONTRACTOR'S COST ACCOUNTING SYSTEM:** The Contractor shall maintain a financial and cost accounting system in accordance with GAAP, issued by the AICPA; or "Governmental GAAP", issued by the United States Governmental Accounting Standards Board. At a minimum, the Contractor's accounting system shall provide for a General Ledger, and cost accounting records adequate to assure that costs incurred pursuant to this Contract are reasonable, allowable, allocable to Contract objectives, and separate from costs associated with other business activities of the Contractor. The Contractor's accounting system shall also provide for the timely development of all necessary cost data in the form required by the Contract and shall be adequate to allocate costs in accordance with GAAP.

SECTION C: FINANCIAL REPORTING REQUIREMENTS

1. REPORTING REQUIREMENTS:

- a. **Type of Financial Report Required.** Whether or not a Contractor is required to obtain and submit an annual audit or other financial report is determined by the Contractor's entity type and the amount and source of its funds, revenues and/or expenditures during a given year.
- b. **Type of Contractor.** If this Contract is funded in whole or in part with federal funds the Contractor may have federal reporting requirements depending on the type of contractor it is. For federal reporting purposes, the Contractor is a: Vendor. **“Vendor” [Service Provider] means** a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in §____.210.” (OMB Circular A-133 §____.105)
- c. **Compliance with Applicable Federal and State Reporting Requirements.** The Contractor shall comply with all applicable federal and State laws and requirements regarding financial reporting set forth in:
 - (1) OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”, published by the federal government;
 - (2) Utah Code § 51-2a-101 *et. seq.*; and
 - (3) The SULCAG issued by the State Auditor's Office.

A summary of these reporting requirements is provided in Table 1 below.

- d. **Compliance with Applicable DHS Financial Reporting Requirements:** The Contractor shall comply with all applicable DHS financial reporting requirements of this Contract as set forth in Table 2 below.

2. **SUBMISSION OF REPORTS:**

- a. **Deadlines:** Where the Contractor is required to submit federal and/or State financial reports, the Contractor shall comply with the deadlines in OMB Circular A-133 and/or Utah Code § 51-2a-101 *et. seq.*

Where the Contractor is required to submit financial reports to DHS pursuant to this Contract, the Contractor shall comply with the applicable deadline stated in Table 2 below.

- b. **Where to Submit:** The Contractor shall submit all required federal and State financial reports to the entities identified in the applicable law.

Where the Contractor is required to submit financial reports to DHS, the Contractor shall send the required reports to the address below:

Department of Human Services
Bureau of Contract Management
Attention: Financial Analyst
195 North 1950 West, 4th Floor
Salt Lake City, UT 84116

- c. **Extensions:** If the Contractor needs an extension to submit required reports, the Contractor shall contact the applicable entity below:

- (1) Federal Reports: The Federal Clearinghouse or federal awarding agencies.
- (2) State Reports: The State Auditor's Office.
- (3) DHS Reports: The Bureau of Contract Management Financial Analyst at the address identified in paragraph b. above.

Table 1: Federal and State Annual Financial Reporting Requirements¹

FEDERAL REPORTING REQUIREMENTS (OMB Circular A-133)		UTAH STATE REPORTING REQUIREMENTS (Utah Code § 51-2a-101 et. seq.)	
<u>TYPE OF ENTITY</u> Non-Federal Governmental Entity OR Non-Profit Subrecipient	<u>SUBMISSION DEADLINE</u>	<u>TYPE OF ENTITY</u> Governmental Entity OR Non-Profit Organization that Receives 50% OR MORE of Its Funding from Government Funds ²	<u>SUBMISSION DEADLINE</u>
\$500,000 OR MORE expended in federal funds: Single Audit or Program Specific Audit, using GAGAS standards (OMB Circular A-133.200, A-133.235, and A-133.500) AND the following financial reports: 1. <u>Data Collection Form</u> , as described in OMB Circular A-133.320 (a), (b) and (d), -- to Federal Clearinghouse. 2. <u>Reporting Package</u> -- to: (a) Federal Clearinghouse; and (b) Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule. (OMB Circular A-133.320 (c) and (d)) 3. <u>Submission by Subrecipients</u> : (a) "Reporting Package" to each Pass-Through Entity when Audit Findings were disclosed relating to federal awards; (b) "Written Notification" to each Pass-Through Entity when no Audit Findings were disclosed and a Reporting Package was not required. (OMB Circular A-133.320(e)(1) and (e)(2))	Thirty (30) days after the Contractor receives the auditor's reports, or nine months after the end of the fiscal year audited, whichever occurs first.	\$500,000 OR MORE expended in federal funds: 1. Copy of the entire <u>Single Audit or Program Specific Audit</u> . 2. The auditor's management letter, if the Single Audit or Program Audit report disclosed any Audit Findings.	Within six (6) months after the end of the Contractor's fiscal year.
		LESS THAN \$500,000 expended in federal funds, but \$350,000 OR MORE in total revenues or expenditures: 1. CPA Audit performed in accordance with GAGAS. 2. The auditor's management letter, if the GAGAS report disclosed any Audit Findings.	
		LESS THAN \$350,000, but \$200,000 OR MORE in total revenues or expenditures: CPA Review.	
		LESS THAN \$200,000 but \$100,000 OR MORE in total revenues or expenditures: CPA Compilation.	
LESS THAN \$500,000 expended in federal funds: No audit required but records must be available for review or audit per OMB Circular A-133.200(d).		LESS THAN \$100,000 in total revenues or expenditures: Fiscal report on forms approved by the State Auditor.	

¹ Any discrepancies between the requirements in this Table and the requirements in federal or state law or rule shall be resolved in favor of the requirements in the applicable law or rule.

² There are **no** reporting or auditing **requirements** to the State Auditor's Office for Non-Profit Organizations that receive **Less Than 50%** of their total funding from Government Funds, regardless of the amount of funding.

Table 2: DHS Annual Financial Reporting Requirements

TYPE OF ENTITY ¹				SUBMISSION DEADLINES
Governmental Entities and Non-Profit Subrecipients with \$500,000 OR MORE Expended in Federal Funds	Governmental Entity OR Non-Profit Organization that Receives 50% OR MORE of Its Total Funding from Government Funds	Non-Profit Organization that receives LESS THAN 50% of Its Total Funding from Government Funds OR For-Profit Organization	Foreign Organization	
<p>A copy of the entire Single Audit or Program Specific Audit prepared to meet the Contractor's federal reporting requirement <u>including</u>:</p> <p>a. The <u>Reporting Package</u> - if audit disclosed Audit Findings or reported the status of any prior Audit Findings in the Summary Schedule;</p> <p>b. The auditor's <u>Management Letter</u> if one was issued; and</p> <p>c. For Non-profit Subrecipients, the <u>Statement of Functional Expenses</u>.</p>	<p>A copy of the entire report prepared to meet the Contractor's Utah State reporting requirements and:</p> <p>a. The auditor's <u>Management Letter</u> if one was issued; and</p> <p>b. A <u>Statement of Functional Expenses</u>.</p>	<p>\$350,000 or MORE received from DHS:</p> <ol style="list-style-type: none"> 1. A CPA Audit performed in accordance with GAGAS. 2. The auditor's <u>Management Letter</u>, if the audit report disclosed any Audit Findings. 3. Statement of Functional Expenses. 	<ol style="list-style-type: none"> 1. The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared to meet its federal and/or domestic state financial reporting requirements. 2. If the foreign organization has a local subsidiary, division, or unit in the State of Utah, the organization shall also submit a <u>Statement of Functional Expenses</u> for the local subsidiary, division or unit in addition to the parent organization's financial report. 	<p>The deadline for submission of the Single Audit or Program Specific Audit when required is thirty (30) days after Contractor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first.</p> <p>The submission deadline for all other types of financial reports, including other types of audits, is within six (6) months after the end of Contractor's fiscal year.</p>
		<p>LESS THAN \$350,000 but \$200,000 OR MORE received from DHS:</p> <p>An unaudited CPA Review, including a Statement of Functional Expenses.</p>		
		<p>LESS THAN \$200,000 but \$100,000 OR MORE received from DHS:</p> <p>An unaudited CPA Compilation, including a Statement of Functional Expenses.</p>		
		<p>LESS THAN \$100,000 but \$25,000 OR MORE received from DHS:</p> <p>A basic Financial Report with a balance sheet and an income/expense statement.</p>		
		<p>LESS THAN \$25,000 received from DHS:</p> <p>No Requirements.</p>		

¹ There are **no** financial reporting **requirements** to DHS for Sole Proprietors, Limited Liability Company (LLC) Sole Proprietors, or LLC Husband and Wife Partnerships.

PART VI: BUDGET REQUIREMENTS FOR COST REIMBURSEMENT CONTRACTS

SECTION A: BUDGET REQUIREMENTS

This Contract is a cost reimbursement contract that **requires** a budget from the Contractor.

SECTION B: ADJUSTMENTS TO CONTRACTOR'S BUDGET

1. **CHANGES IN BUDGET:** The budget(s) attached to this Contract shall be the basis for DHS/DCFS's payments to the Contractor. The Contractor shall not make any adjustments in budgeted funds from Category III ("Program Expenses") to either Category I ("Administration") or Category II ("Capital Expenditures") without prior written approval by DHS/DCFS. Nor shall the Contractor make any adjustments in budgeted funds between Categories I and II without prior written approval by DHS/DCFS. The Contractor may, however, transfer funds from either Categories I or II to Category III without prior approval.
2. **EXPENDITURES IN EXCESS OF THOSE BUDGETED:** DHS/DCFS may consider any expenditures in excess of those budgeted in either Categories I or II as questioned costs that will normally require the Contractor to refund such excesses to DHS/DCFS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless DHS/DCFS has placed restrictions on subcategories within this major category. When this Contract restricts expenditures within defined subcategories, DHS/DCFS will consider any unapproved excess to be a questioned cost.

SECTION C: CONTRACTOR'S BUDGET(S)

See Contractor's completed budget(s) attached to this Contract.

PART VII: COMMONLY APPLICABLE LAWS

SECTION A: COMPLIANCE WITH ADMINISTRATIVE GRANTS

The Contractor is bound by federal law, which establishes fiscal and administrative rules applicable to entities that receive federal grants. These rules are published in OMB Circular A-110 and in the OMB Common Rule, which is codified in 45 C.F.R. Part 92 (1999) and 45 C.F.R. Part 74.

SECTION B: COMPLIANCE WITH STATE AND FEDERAL LAWS

The Contractor is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. When the Contractor receives state or federal funds pursuant to this Contract, certain state and federal requirements may also apply. The Contractor shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract and are required by the amount of state and federal funds involved in this Contract.

Table 1, “Federal and State Laws,” is provided as a reference guide to various laws and requirements. The information contained in this table is not exhaustive and the Contractor understands that it is obligated to seek independent legal advice in these matters.

Table 1: Federal and State Laws

Description of Act	Applicable Federal Law	Applicable State Law
Discrimination and Employment Related Laws		
Age Discrimination Act of 1975	42 U.S.C. §§ 6101-6107; 45 C.F.R. Part 91	
Americans with Disabilities Act	42 U.S.C. § 12101 <i>et seq.</i> ; 28 C.F.R. Part 35, Part 39	
Civil Rights Act of 1964 as amended, Title VI	45 C.F.R. Part 80 42 U.S.C. § 2000d <i>et. seq.</i>	
Civil Rights Act of 1964, Title VII	42 U.S.C. § 2000e <i>et. seq.</i>	Utah Code § 13-7-1 <i>et seq.</i>
Contract Work Hours and Safety Standards Act	40 U.S.C. §§ 3701-3704; 29 C.F.R. Part 5	
Copeland Anti-Kickback Act	45C.F.R. 2543.82, 18 U.S.C. § 874, 29 C.F.R. Part 3	
Davis-Bacon Act	40 U.S.C. § 3142; 29 C.F.R. Part 5	
Drug-Free Workplace Requirements	41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988	Utah Code § 34-41-101 <i>et seq.</i> ; Utah Code § 34-38-1 <i>et seq.</i> ; Utah Code § 67-19-36 <i>et seq.</i> ; Utah Administrative Code, R477-14-1 <i>et seq.</i>
Education Amendments of 1972, Title IX	20 U.S.C. § 1681 <i>et. seq.</i> ; 45 C.F.R. Part 86	
Employment Eligibility Verification	8 U.S.C. § 1324a	Utah Code § 63G-12-302

Description of Act	Applicable Federal Law	Applicable State Law
Equal Employment Opportunity	Exec. Order No. 11246 (1965), as amended by Exec. Order No. 11375; 41 C.F.R. Part 60	
Equal Pay Act	29 U.S.C. § 206(d)	
Fair Labor Standards Act	29 U.S.C. § 201 <i>et seq.</i>	
Immigration Control and Reform Act	8 U.S.C. § 1324	
Protection and Advocacy for Individuals with Mental Illness Act	42 U.S.C. § 10801 <i>et seq.</i>	
Public Health Service Act, Section 522 and Section 526	45 C.F.R. Part 84.53	
Rehabilitation Act of 1973, as amended, Section 504	29 U.S.C. § 794; 45 C.F.R. Part 84	
Utah Antidiscrimination Act -- (Includes the prohibition of unlawful harassment)		Utah Code § 34A-5-101, <i>et seq.</i> (See also Utah Executive Order March 17, 1993, which prohibits sexual harassment of state employees and employees of public and higher education)
Utah Occupational Safety and Health Act		Utah Code § 34A-6-101, <i>et seq.</i>
Property Laws		
Energy Policy and Conservation Act	42 U.S.C. § 6322	
Federal Clean Air Act	42 U.S.C. § 7401 <i>et seq.</i>	Utah Code § 26-38-1, <i>et seq.</i>
Federal Water Pollution Control Act	33 U.S.C. § 1251 <i>et seq.</i>	
Flood Disaster Act of 1973 and other flood hazard provisions	42 U.S.C. § 4106	
National Environmental Policy Act of 1969 ("NEPA")	42 U.S.C. § 4321 <i>et seq.</i> ; 40 C.F.R. Part 1500 <i>et seq.</i>	
National Historic Preservation Act ("NHPA") of 1966	16 U.S.C. § 470, <i>et seq.</i> ; 36 C.F.R. Part 800, <i>et seq.</i>	
Pro-Children Act of 1994	20 U.S.C. § 6081, <i>et seq.</i>	
Medicaid and Utah False Claims Reporting Laws		
Civil False Claims Act	31 U.S.C. § 3729-3733 and Chapter 38	
Deficit Reduction Act of 2005	Public L. 109-171 (2006)	
Utah False Claims Act		Utah Code § 26-20-1 <i>et seq.</i>
Utah Protection of Public Employees Act		Utah Code § 67-21-1 <i>et. seq.</i>
Procurement Laws		
Utah Procurement Code		Utah Code § 63G-6a-101 <i>et seq.</i>
Utah State Procurement Rules		Utah Administrative Code, Rule R33-1, <i>et seq.</i>
Debarment and Suspension	45 C.F.R. Part 76; Exec. Order No. 12549; and Exec. Order 12689	Utah Code § 63G-6a-904
Miscellaneous Laws		

Description of Act	Applicable Federal Law	Applicable State Law
Abuse Reporting Requirements		Utah Code § 62A-4a-403; Utah Code § 62A-3-305
Byrd Anti-Lobbying Amendment	31 U.S.C. § 1352; 45 C.F.R. Part 93	
Ethics Acts		Utah Code § 67-16-1 <i>et. seq.</i> and § 10-3-1301 <i>et. seq.</i>
Federal Funding and Accountability and Transparency Act (FFATA)	P.L. 109-282, as amended by Section 6202 of P.L. 110-252. Guidance issued by the Office of Management and Budget may be found in the Federal Register (Volume 75, No. 177, September 14, 2010, 2 CFR Part 170) that establishes reporting requirements.	
Government Records Access and Management Act (GRAMA),		Utah Code § 63G-2-101 <i>et. seq.</i>
Hatch Act	5 U.S.C. § 1501, <i>et. seq.</i>	Utah Code § 67-19-19
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	45 C.F.R. Parts 160, 162, and 164	
Public Health Service Act, Section 474(a), Protection of Human Subjects	42 U.S.C. § 2899; 45 C.F.R. Part 46; 21 C.F.R. 50 & 21 C.F.R. 56	
Substance Abuse and Mental Health confidentiality of substance abuse and mental health records	42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a	
Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Government	45 C.F.R. § 92	
Utah Human Services Code		Utah Code Title 62A
Utah Referral Information Network		Utah Code § 62A-17-101 <i>et. seq.</i>

PART VIII: JURISDICTION, COPYRIGHT, AND OTHER GENERAL PROVISIONS

1. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed and interpreted according to the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third District Court for Salt Lake County.
2. **SEVERABILITY CLAUSE:** A final determination that any provision of this Contract is illegal or void shall not affect the legality or enforceability of any other provision of this Contract.
3. **COPYRIGHT:** Except as otherwise expressly provided in this Contract, DHS owns the copyright for all materials developed by the Contractor for DHS. If the Contractor develops any materials for its own use in connection with this Contract, and if such materials are not required by this Contract or requested by DHS as part of the Contractor's performance, the Contractor may use those materials free of charge, and without obtaining prior permission.

The Contractor shall release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted program, composition, secret process, patented or un-patented program, invention, article or appliance furnished or used in the performance of this Contract.

The Contractor is not entitled to use human subjects information generated in connection with this Contract for any purpose, including scholarly publications or research purposes, unless the Contractor obtained written approval of its research protocol from the DHS IRB prior to the commencement of any research efforts.

4. **ABILITY TO COMPLY WITH CONTRACT REQUIREMENTS:** The Contractor represents that it has the financial, managerial and institutional capacity to fully comply with the requirements of this Contract.

5. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Contract.
6. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT:** By signing this Contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract, and that this Contract contains exactly the same provisions that appeared in this document and its exhibits when DHS/DCFS originally sent it to the Contractor.

IN WITNESS WHEREOF, the parties executed this Contract:

CONTRACTOR

By: _____
Type or Print Name: _____
Title/Position: _____
Utah Valley Family Support Center, Inc.
Date: _____

DHS/DCFS

By: _____
Brent Platt, Director
Division of Child and Family Services
Date: _____

RECEIVED AND PROCESSED

By: _____
Sheri Witucki, Contract Analyst
State Division of Finance
Date: _____

APPROVED AS TO PROCUREMENT

By: _____
DHS Purchasing Agent (LPD099)
DHS Bureau of Contract Management
Date: _____

Log No. 31294

Contract No. _____

DHS Procurement No. 90663